


FILED

Bamba Fall  
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Los Angeles, CA 90057  
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2017 JAN 31 PM 1:02

CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
LOS ANGELES

Plaintiff in Pro Per

BY 

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

BAMBA FALL,

Plaintiff,

vs.

THE BANK OF NEW YORK MELLON,  
FKA THE BANK OF NEW YORK,  
AS TRUSTEES, ETC. SABLES, LLC  
SPECIALIZED LOAN SERVICING, LLC,  
SHELLPOINT MORTGAGE SERVICING,  
LLC, DUNDI INVESTMENTS, LLC,  
AND DOES 1 THROUGH 50,  
INCLUSIVE,

Defendants.

Case No.

**CV 17-00771-BRO(Ex)**

VERIFIED COMPLAINT FOR:

1. VIOLATION OF NEVADA  
FORECLOSURE MEDIATION  
PROGRAM AND  
HOMEOWNERS' BILL OF RIGHTS
2. INTENTIONAL  
MISREPRESENTATION;
3. SLANDER OF TITLE;
4. QUIET TITLE;
5. WRONGFUL FORECLOSURE;
6. TO VOID OR CANCEL  
TRUSTEE'S DEED UPON SALE;
7. NEGLIGENCE;
8. FRAUD IN THE CONCEALMENT;
9. VIOLATION OF TRUTH IN  
LENDING ACT (TILA);
10. VIOLATION OF 12 U.S.C. § 2605  
(RESPA);
11. RESCISSION;
12. FRAUD;
13. NEGLIGENT  
MISREPRESENTATION;
14. INJUNCTIVE RELIEF; AND
15. DECLARATORY RELIEF.

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff BAMBA FALL (sometimes referred to as "FALL" or "PLAINTIFF"), complaining of the Defendants, and each of them, as follows

I

**INTRODUCTION**

1. Ther is an action based upon diversity of parties and federal question brought by Plaintiff for proprietary judgment, injunctive and equitable relief, and for compensatory, general, and punitive damages. Plaintiff seeks a jury trial.

2. Plaintiff is a resident of the County of Los Angeles, State of California. Plaintiff's wife and children reside in their home in Clark County, State of Nevada in the real property which is the subject of this litigation. On or about September 1, 2006, Plaintiff made a loan of \$289,362.00 with Countrywide, F.S.B., loan originator and now held by Bank of New York Mellon, fka The Bank Of New York, As Trustees. Etc., ("BONY") to purchase his home in Las Vegas, Nevada. On or about December 12, 2016, Shellpoint Mortgage Servicing, LLC ("Shellpoint") stated to Plaintiff and his loan modification representative, in a three-way telephone conversation, that they had just taken over the servicing of Plaintiff's loan from Specialized Loan Servicing, LLC ("SLS"), and Plaintiff's loan modification application would continue with their orgainization as servicer as of November 30, 2016, and that no foreclosure sale was scheduled for Plaintiff's home on December 13, 2016 or at any date by SLS or Shellpoint. On the next day, December 13, 2016, despite these representations, Defendant Specialized Loan Servicing, LLC ("SLS") sold Plaintiff's home in Las Vegas, Nevada in a non-judicial foreclosure sale to Dundi Investments, LLC ("Dundi"). On January 19, 2017, Dundi Investments, LLC obtained a Order For Summary Eviction with the Sheriff to evict Plaintiff, his wife, and three (3) young children from their home in Las Vegas, Nevada in a state court action now pending in Justice Court, Las Vegas Township, Clark County, Nevada. Plaintiff has moved to set aside the state court default judgment based on lack of notice. Plaintiff brings this action for wrongful foreclosure, for declaratory judgment and an injunction to stay the Nevada state court proceedings pending resolution of this diversity and federal question action.

as "FALL" or "PLAINTIFF"), complaining of the Defendants, and each of them, as follows

## I

### INTRODUCTION

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1           3. Plaintiff alleges that there has been an *illegal, fraudulent or willfully oppressive sale* of  
2 his real property under a power of sale contained in a mortgage or deed of trust. Plaintiff alleges  
3 that, under the circumstances surrounding the *illegal, fraudulent or willfully oppressive sale* of  
4 his real property, Plaintiff is not required to tender before maintaining this lawsuit because there  
5 is no tender requirement as a pre-requisite for a damage claim for wrongful foreclosure.  
6

7           4. Plaintiff alleges that, the non-judicial foreclosure documents recorded by Defendants  
8 are untrue and fabricated and were promulgated through counterfeit securities and/or  
9 assignments instruments which were not made available to Plaintiff, and which defrauded the  
10 United States Government, including Securities and Exchange Commission. Plaintiff discovered  
11 Defendants Fraud and misrepresentation in the year 2016 when Plaintiff went to the Clark  
12 County Recorder's Office. Thus, this complaint against the Defendants and all of them.  
13

14           5. Plaintiff alleges that the non-judicial foreclosure of Plaintiff's home instituted by the  
15 above-named Defendants was wrongful and that Defendants acted "intentionally, fraudulently,  
16 deliberately and in conscious and callous disregard for the rights" of Plaintiff and in violation of  
17 the Homeowners' Bill of Rights.  
18

19           6. Plaintiff further alleges that, the above-named defendants, cannot establish rightful  
20 possession and proper transfer or proper endorsement of the Promissory Note and the assignment  
21 of the Deed of Trust herein. Therefore, the foreclosing defendants do not have the ability to  
22 establish that the mortgages that secure the indebtedness, or Note, were legally or properly  
23 acquired.  
24

25           7. Plaintiff also alleges that the illegal foreclosure was effected while he was enrolled in a  
26 loan modification program and had submitted a complete package to SLS.  
27  
28

**THE PARTIES**

8. Plaintiff, Bama Fall at all times relevant to ther action was and is a residence of the County of Los Angeles, State of California maintaing a home for his family in Clark County, Nevada which is the subject of ther complaint.

8. Defendant Bank of New York Mellon, ("BONY") at all times relevant to this action is a national banking association organized under the laws of the State of New York, with its principal place of business in the State of New York, and doing business in the County of Clark, State of Nevada. BONY was the holder of Plaintiff's loan during the foreclosure process.

9. Defendant Specialized Loan Servicing, LLC, ("SLS") at all times relevant to this action, was and is limited liability company organized under the laws of the State of Delaware, with its principal place of business in Highland Ranch, Colorado. SLS was the servicer of Plaintiff's loan and the foreclosing creditor.

10. Defendant Shellpoint Mortgage Servicing, LLC, ("Shellpoint") at all times relevant to this action, was and is a business organization form unknown, with its principal place of business in Greenville, South Carolina. Shellpoint was the last servicer on Plaintiff's loan.

11. Defendant Dundi Investments, LLC, ("Dundi") at all times relevant to ther action, was and is a business organization form unknown, with its principal place of business in Las Vegas, Nevada. Dundi purchased the Property at the foreclosure sale for less than half of Plaintiff's debt and below market value.

12. Defendant Sables, LLC ("Sables") at all times relevant to ther action, was as is a limited liability company organized under the laws of the State of Nevada. Sables is the successor and foreclosing trustee.

14. Plaintiff does not know the true names, capacities, or basis for liability of Defendants sued herein as Does 1 through 50, inclusive, as each fictitiously named Defendant is in some manner liable to Plaintiff, or claims some right, title, or interest in the Property. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes, and therefore alleges, that at all relevant times mentioned in this Complaint, each of the fictitiously named Defendants are responsible in some manner for the

1 injuries and damages to Plaintiff so alleged and that such injuries and damages were proximately  
2 caused by such Defendants, and each of them.

3 13. Plaintiff is informed and believes, and thereon alleges, that at all times herein  
4 mentioned, each of the Defendants were the agents, employees, servants and/or the joint-  
5 venturers of the remaining Defendants, and each of them, and in doing the things alleged herein  
6 below, were acting within the course and scope of such agency, employment and/or joint  
7 venture.

#### 8 **VENUE AND JURISDICTION**

9 14. Ther Court has jurisdiction of this case pursuant to 28 U.S.C. §§ 1441(a), 1332  
10 because the citizenship of the parties is entirely diverse, in addition the court has federal  
11 question jurisdiction under 28 U.S.C. § 1337 over the claims arising under 12 U.S.C. § 2605  
12 and the amount in controversy exceeds \$75,000.00.

#### 13 **FACTUAL ALLEGATIONS**

##### 14 **THE PROPERTY**

15 15. The subject of this action is that certain real estate, situated in the County of  
16 Clark, State of Nevada, commonly known as 11852 Galvani Street, Las Vegas, Nevada 89123  
17 (herereinafter "Property"). The Property is legally described as follows:  
18 Lot 185 of Terracina Phase 1, as shown by map thereof on file in Book 103 of Plats, Page 76, in  
19 the Office of the county Recorder of Clark County, Nevada.

20 16. At all times herein, Plaintiff is the legal recorded owner of the Property by virtue  
21 of a Grant Deed recorded on September 6, 2006 with the Clark County Recorder. A true and  
22 correct copy of the Grant, Bargain, Sale Deed is attached hereto as Exhibit A.

##### 23 **THE LOAN AND DEED OF TRUST**

24 17. On or about September 1, 2006, Plaintiff obtained a loan with Countrywide Bank  
25 F.S.B., predecessor to BONY in the total amount of \$289,362.00 ("Loan"). In order to secure  
26 the Loan, Plaintiff executed a deed of trust as the Trustor; Mortgage Electronic Registration  
27 Systems, Inc. ("MERS") as nominee for Countrywide, was identified as the Beneficiary; and  
28 Recontrust Company, N.A., was identified as the Trustee. A true and correct copy of the deed of

1 trust recorded September 6, 2006 as instrument no. 0003946 in book 20060909 of Official  
2 Records in the Office of the County Recorder of Clark County, Nevada, is attached hereto and  
3 made a part hereof as Exhibit B.

4 18. On or about July 3, 2014, Sables, LLC was substituted as trustee in place of  
5 Recontrust Company, N.A., and recorded the Office of the county Recorder of Clark County,  
6 Nevada. A true and correct copy of the Substitution of Trustee is attached hereto as Exhibit C.

7 19. On or about December 29, 2015, Notice of Breach and Default and of Election  
8 To Sell The Real Property under Deed of Trust ("NOD") was recorded in the Office of the  
9 County Recorder of Clark County, Nevada, and a true and correct copy is attached hereto as  
10 Exhibit D.

11 20. The Affidavit of Authority attached to the NOD states that The Bank of New  
12 York Mellon FKA the Bank of New York , as Trustee for the certificateholders of the CWABS,  
13 Inc., ASSET BACKED CERTIFICATES, SERIES 2006-17 is the current holder of the Note and  
14 current Beneficiary of the obligation or debt secured by the Deed of Trust.

15 21. On November 21, 2016, a Notice of Trustee's Sale ("NOTS") was recorded in  
16 the Office of the County Recorder of Clark County, Nevada, and a true and correct copy is  
17 attached hereto as Exhibit E.

18 22. On December 30, 2016, a of Trustee's Deed Upon Sale ("TDS") was recorded  
19 in the Office of the County Recorder of Clark County, Nevada, and a true and correct copy is  
20 attached hereto as Exhibit F.

### 21 LOAN MODIFICATION EFFORTS

22 23. Defendant BONY has agreed to participate in the "Home Affordable  
23 Modification Program" ("HAMP"), which is a federal program introduced by the U.S.  
24 Department of the Treasury to assist – at risk homeowners restructure their mortgages to avoid  
25 foreclosure. See home Affordable Modification Program, Supplemental Directive 09-01, April  
26 6, 2009, at: [https://www.hmpadmin.com?portal/docs/hamp\\_servicer/sd0901.pdf](https://www.hmpadmin.com?portal/docs/hamp_servicer/sd0901.pdf). Plaintiff was  
27 told by SLS'S representatives, that he was eligible for a loan modification. On or about  
28

1 August 16, 2016, Plaintiff's loan modification representative faxed a complete loan modiciaton  
 2 application to SLS. On or about August 22, 2016, SLS sent a letter to Plaintiff acknowling  
 3 receipt of documents requested for the morrtgage assistance application. A foreclosure sale on  
 4 the Property was continued several times until December 13, 2016.

5 24. On or about December 12, 2016, Shellpoint Mortgage Servicing, LLC's  
 6 (Shellpoint") representatives stated to Plaintiff and his loan modification representative, in a  
 7 three-way telephone conversation, that they had just taken over the servicing of Plaintiff's loan,  
 8 and the loan modification application would continue with their orgainization as servicer as of  
 9 November 30, 2016, and that no foreclosure sale was scheduled for Plaintiff's home on  
 10 December 13, 2016 or at any date by SLS or Shellpoint. Plaintiff has never received written  
 11 notification of the transfer of servicing on his loan as required by the Real Estate Settlement  
 12 Procedures Act (RESPA).

13 25. On the next day, December 13, 2016, despite these representations, Defendant  
 14 Specialized Loan Servicing, LLC ("SLS") by Sables, as trustee, sold Plaintiff's home in Las  
 15 Vegas, Nevada in a non-judicial foreclosure sale to Dundi Investments, LLC ("Dundi") for  
 16 \$233,100.00 which was below the value of the Property.

### 17 **THE LAS VEGAS, NEVADA EVICTION ACTION**

18 26. On or about January 6, 2017, Dundi Investments, LLC filed an unlawful detainer  
 19 action against Bamba Fall in the Justice Court Las Vegas Township, Clark County, State of  
 20 Nevada, case no. 17E000625. Plaintiff was never served with a notice of the action or process.

21 27. On or about January 13, 2017, Hon. David Brown, Hearing Master issued an  
 22 Order For Summary Eviction ("Eviction Order") against Plaintiff and occupants authorizing the  
 23 Constable/Sheriff to enter, the Property using all necessary force as may be required, and to  
 24 summarily remove the Plaintiff/Tenant from the Property and awarding Landlord/ Dundi  
 25 Investments, LLC the right of possession of the premises. A true and correct copy of the Order  
 26 For Summary Eviction is attached hereto and made a part hereof as Exhibit G. The Sheriff notice  
 27 on the Eviction Order stated that the eviction would take place on January 19, 2017.  
 28



1           28. On or about January 13, 2017, the Order For Summary Eviction was posted on  
 2 the door of the Property. Plaintiff's wife immediately texted Plaintiff a copy of the Eviction  
 3 Order and he immediately drove directly to the Justice Court in Las Vegas, Nevada where he  
 4 filed, in pro per, a Motion to Vacate Default based on lack of notice and void trust deed  
 5 transferring the Property to Dundi on the grounds of wrongful foreclosure "Motion".

6           29. On or about January 26, 2017 a hearing was held in the Justice Court, Las Vegas,  
 7 Nevada and the court ruled that Dundi's legal process was illegal for a foreclosed Defendant and  
 8 the default order was vacated. Dundi's representatives have threatened to immediately refile  
 9 the unlawful detainer if Plaintiff and his family does not immediately vacate the Property.

10           30. Plaintiff alleges that he is not required to make a valid and viable tender of  
 11 payment of his indebtedness to BONY in order to prosecute this action for wrongful foreclosure  
 12 because there is nothing in the language of the Homeowners' Bill Of Rights that suggests that a  
 13 borrower must tender the loan balance before filing suits based on violation of the requirements  
 14 of the Homeowners' Bill of Rights..

### 15 16 **FIRST CAUSE OF ACTION**

#### 17 **VIOLATION OF NEVADA FORECLOSURE PROGRAM AND HOME** 18 **OWNERS' BILL OF RIGHTS** 19 **(Against All Defendants )**

20           31. Plaintiff repleads, re-alleges and incorporates by reference all preceding  
 21 paragraphs as though fully set forth herein.

22           32. Plaintiff is informed and believes and on that basis alleges, that a valid  
 23 foreclosure by the private policy of sale requires strict compliance with the requirements of the  
 24 Nevada Foreclosure Mediation Program and the Homeowners' Bill of Rights statutes (NRS  
 25 107.086, NRS 107.040 et seq and 107.050 et seq., respectively) which were enacted to address  
 26 the foreclosure crisis, keep Nevada citizens in their homes where possible, and to provide  
 27 opportunities for homeowners and lenders to discuss modification alternatives and avoid  
 28

1 foreclosure.<sup>1</sup>

2 33. Defendants had no authority to exercise a power of sale as they failed to comply  
3 with NRS 107.086(2)(a)(3) because no notice provided by the Mediation Administrator  
4 indicating that the Plaintiff will be enrolled to participate in mediation was included in the NOD  
5 (Exhibit D). As such, the sale of the Property is void and no title could be transferred to  
6 Defendant Dundi. Defendants had no power to sell the property in a non-judicial sale when the  
7 loan modification application was being reviewed and no denial had been given to Plaintiff, all  
8 in violation of the Home Owners' Bill of Rights. Defendants conduct was "dual tracking" which  
9 is prohibited. The Trustee's Deed upon Sale herein is therefore void.

10 **SECOND CAUSE OF ACTION**  
11 **INTENTIONAL MISREPRESENTATION**  
12 **(Against Defendant Shellpoint)**

13 36. Plaintiff repleads, re-alleges and incorporates by reference all preceding paragraphs  
14 as though fully set forth herein.

15 37. Defendant Shellpoint made representations to Plaintiff, in the course of its business  
16 and in a transaction in which it had a pecuniary interest. These misrepresentations were  
17 intentional or in the alternative, negligent.

18  
19 38. On or about December 12, 2016, Shellpoint's representatives told Plaintiff and his  
20 modification representative on a three (3) way telephone conversation that they had taken over  
21 the servicing of Plaintiff's loan and they would continue to review the loan modification  
22 application. Upon inquiry from Plaintiff, Shellpoint's representative told Plaintiff and his loan  
23 modification representative that no sale was scheduled on Plaintiff's Property for December 13,  
24 2016 or at any date. Despite these assurances, Plaintiff's home was sold in a non-judicial  
25

26  
27  
28  

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<sup>1</sup> California Homeowners' Bill of Rights a similar law to protect the homeowner became law on January 1, 2013.

1 foreclosure sale on December 13, 2016. As such Defendant Sellpoint supplied false information  
2 to Plaintiff to his detriment.

3 39. Defendant Shellpoint did not exercise reasonable care or competence in obtaining or  
4 communicating the information.  
5

6 40. Plaintiff justifiably relied on the information, expecting that Defendant Shellpoint  
7 would continue a meaningful review of his loan modification package. Defendant Shellpoint's  
8 misrepresentations proximately caused Plaintiff to lose his home in the foreclosure sale.

9 41. Intentional misconduct- Defendant Shellpoint had actual knowledge of the  
10 wrongfulness of the conduct and the high probability that injury or damage to Plaintiff would  
11 result and, despite that knowledge, intentionally pursued the course of conduct, resulting in injury  
12 or damage.  
13

14 42. Defendant Shellpoint deliberately and intentionally injured the Plaintiff by lulling  
15 him to believe that his loan modification application would proceed with them as previously with  
16 SLS and his home was safe from foreclosure while knowing the sale would take place on the  
17 next day. Defendant Shellpoint's representations were false, fraudulent, deceptive, and  
18 inaccurate and which were made recklessly and with total disregard for the truth or validity  
19 thereof. Defendant Shellpoint repeatedly misrepresented and misstated that the loan  
20 modification review would proceed with their organization as servicer on Plaintiff's loan and no  
21 sale would take place however despite these assurances, on December 13, 2016, the Property was  
22 sold to Dundi in a non-judicial sale.  
23  
24  
25

26 **THIRD CAUSE OF ACTION**  
27 **SLANDER OF TITLE**  
28 **(Against All Defendants)**

1           43. Plaintiff repleads, re-alleges and incorporates by reference all preceding paragraphs  
2 as though fully set forth herein.

3  
4           44. Defendants, and each of them, disparaged Plaintiffs exclusive valid title by and  
5 through the preparing, posting, publishing, and recording of forged and fraudulent real estate  
6 documents previously described herein, including, but not limited to, the Notice of Default,  
7 Notice of Trustee's Sale, and Trustee's Deed Upon Sale etc.

8  
9           45. Defendants knew or should have known that such documents were improper in that at  
10 the time of the execution and delivery of said documents, Defendants had no right, title, or  
11 interest in the Property. These documents were naturally and commonly to be interpreted as  
12 denying, disparaging, and casting doubt upon Plaintiffs legal title to the Property. By posting,  
13 publishing, and recording said documents, Defendants' disparagement of Plaintiffs legal title was  
14 made to the public at large.

15  
16           46. As a direct and proximate result of Defendants' conduct in publishing these  
17 documents, Plaintiff's title to the Property has been disparaged and slandered, and there is a  
18 cloud on Plaintiff's title, and Plaintiff has suffered, and continues to suffer, damages in an  
19 amount to be proved at trial.

20  
21           47. As a further proximate result of Defendants' conduct, Plaintiff has incurred expenses  
22 in order to clear title to the Property. Moreover, these expenses are continuing, and Plaintiff will  
23 incur additional charges for such purpose until the cloud on Plaintiffs title to the property has  
24 been removed. The amounts of future expenses and damages are not ascertainable at this time.

25  
26           As a direct and proximate result of Defendants' conduct, Plaintiff has suffered humiliation,  
27 mental anguish, anxiety, depression, and emotional and physical distress, resulting in the loss of  
28

1 sleep and other injuries to her and her health and well-being, and continues to suffer such injuries  
2 on an ongoing basis. The amount of such damages shall be proven at trial.

3 48. At the time that the false and disparaging documents were created and published by the  
4 Defendants, Defendants knew the documents were false and created and published them with the  
5 malicious intent to injure Plaintiff and to deprive Plaintiff of his exclusive right, title, and interest  
6 in the Property, and to obtain the Property for their own use by unlawful means.  
7

8 The conduct of the Defendants in publishing the documents described above was fraudulent,  
9 oppressive, and malicious. Defendants' conduct forced the Plaintiff into Bankruptcy with its long  
10 lasting detrimental effects on his reputation. Therefore, Plaintiff is entitled to an award of  
11 punitive damages in an amount sufficient to punish Defendants for their malicious conduct and  
12 deter such misconduct in the future.  
13

14 ***FOURTH CAUSE OF ACTION***  
15 ***QUIET TITLE***  
16 **(Against All Defendants)**

17 49. Plaintiff repleads, re-alleges and incorporates by reference all preceding paragraphs  
18 as though fully set forth herein.

19 50. Plaintiff is the owner in fee of the real property herein. Plaintiff is informed and  
20 believes and on that basis thereon alleges, that one or more Defendants claim an interest adverse  
21 to Plaintiff's title in the Property. These claims are without any right and Defendants have no  
22 right, title, stake, lien or other interest in the Property. Defendants, and each of them, acted in  
23 concert to disparage Plaintiff's exclusive valid title by and through the preparing, posting,  
24 publishing, and recording of forged and fraudulent real estate documents previously described  
25 herein, including, but not limited to, the Notice of Default, Notice of Trustee's Sale, and Trustee's  
26 Deed.  
27  
28

1 51. Plaintiff names as Defendants in ther action, all persons and parties unknown,  
2 claiming :

3  
4 (a) any legal or equitable right, title, estate, lien, or inteerest in the Property  
5 described in the complaint adverse to Plaintiff's title, or

6 (b) any cloud on Plaintiff's title to the Property.  
7

8 52. Plaintiff is seeking to quiet title against the claims of the following Defendants:

9 (a) Any and all claims by Defendants BONY, DUNDI, SHELLPOINT, and SLS, who  
10 claim some right, title, estate, lien or interest in and to the lands of Plaintiff as described in this  
11 Complaint, based on the unauthorized and void Trustee's Deed of Sale recorded in relation to the  
12 Property; and

13 (b) Any of the claims of all unknown persons described herein, whether or not the claim  
14 or cloud is known to Plaintiff.

15 53. The Defendants' claims are without any right whatever and those Defendants have no  
16 right, title, estate, lien or interest whatever in the above-described Property, or any part of that  
17 Property.

18 54. Plaintiff seeks to quiet title as of December13, 2016 when Sables, as foreclosing  
19 trustee, sold the Property to DUNDI at public auction on behalf of BONY, as beneficiary.  
20

21 ***FIFTH CAUSE OF ACTION***

22 **WRONGFUL FORECLOSURE**

23 **(Against All Defendants)**

24 55. Plaintiff repleads, re-alleges and incorporates by reference all preceding paragraphs  
25 as though fully set forth herein.

26  
27 56. On July 2, 2015, Defendant SLS, as agent, for BONY, Beneficiary executed a  
28 Notice of Breach Default and Election to Cause Sale which was recorded by in the official

1 records of the Clark County Recorder (Exhibit D). There however was no recorded assignment  
2 of beneficial interest from Countrywide Home Loan to BONY to provide notice as to why these  
3 entities have authority to record said notice against Plaintiff's property.  
4

5 57. There is no assignments of record replacing the original beneficiary to authorize such  
6 actions by the Defendants BONY, SLS and Sables. They are therefore strangers to the  
7 transaction and not authorized to take the actions they have taken and have placed a cloud on the  
8 title of Plaintiff. The parties do not have authority to act under NRS 107.090 et. seq.

9 58. Plaintiff alleges that there has been unlawful, fraudulent and willful oppressive sale of  
10 his real property and that Defendants and each of them are liable to Plaintiff for damages. So,  
11 that **TENDER IS NOT REQUIRED.**  
12

13 59. Plaintiff alleges that under the circumstance where there has been illegal, fraudulent or  
14 willful oppressive sale of real property by the foreclosing Defendants, Plaintiff is not required to  
15 tender the entire debt before filing this wrongful foreclosure lawsuit.

16 60. Plaintiff is informed and believes and thereon alleges that after the origination and  
17 funding of her loan, it was sold to investors as a "mortgage backed security" and that none of the  
18 Foreclosing Defendants in this action owned their loan, or the corresponding note. Moreover,  
19 none of the Foreclosing Defendants in this action were lawfully appointed as trustee or had the  
20 original note assigned to them – no valid assignment exists against this parcel number.  
21

22 Accordingly, none of the Foreclosing Defendants in this action had the right to collect mortgage,  
23 declare default, cause notices of default to be issued or recorded, or foreclose on Plaintiff's  
24 interest in the Property. The Foreclosing Defendants were not the note holder or a beneficiary at  
25 any time regarding Plaintiff's loan.  
26  
27  
28

1           61. Plaintiff further alleges on information and belief that none of the Foreclosing  
2 Defendants in this action are beneficiaries or representatives of the beneficiary and, if the  
3 Foreclosing Defendants allege otherwise, they do not have the original note to prove that they are  
4 in fact the party authorized to conduct the foreclosure.  
5

6           62. Plaintiff further alleges that the loan was sold or transferred without notifying the  
7 Plaintiff in writing. Therefore, the loan is void of legal rights to enforce it.  
8

9           63. Additionally, Plaintiff was fraudulently enrolled in the Loan Modification Program  
10 without their having a right to do so yet they perpetrated the foreclosure and sale to Dundi during  
11 the loan modification.

12           64. Plaintiff further alleges that, the Foreclosing Defendants even filed the forged  
13 Certificate on their behalf that Plaintiff was not interested in mediation without ever contacting  
14 the Plaintiff to discuss knowing he was in loan modification.  
15

16           65. Thus, the Foreclosing Defendants engaged in a fraudulent foreclosure of the Property  
17 in that the Foreclosing Defendants did not have the legal authority to foreclose on the Property  
18 and, alternatively, if they had the legal authority, they failed to comply with non-judicial  
19 foreclosure laws in the state of Nevada.  
20

21           66. Plaintiff alleges that, trustee or mortgagee maybe liable to the trustor or mortgagor for  
22 damages sustained where, as here, there has been an illegal, fraudulent or willfully oppressive  
23 sale of property under a power of sale contained in a mortgage or deed of trust.

24           67. Plaintiff alleges that, tender is not required in that Plaintiff is also challenging the  
25 validity of the underlying debt. Plaintiff alleges that underlying debt's validity and the exercise of  
26 the acceleration of debt by Defendants was premature and not authorized under the terms and  
27 conditions of the deed of trust.  
28



1           68. Plaintiff alleges that Defendants, and each of them, do not have the right to foreclose  
2 on his real Property because Defendants, and each of them, have failed to perfect any security  
3 interest in the Property, and cannot prove to the court they have a valid interest. Thus,  
4 Defendants do not have standing or legal authority to effectuate the foreclosure and sale of  
5 Plaintiff's real property.  
6

7           69. Plaintiff alleges that Defendants, and each one of them were the agents, employees,  
8 alter egos, servants and/or the joint-venturers of the remaining Defendants, and each of them are  
9 liable for unlawfully instituting the SUBSTITUTION OF TRUSTEE, NOTICE OF DEFAULT  
10 AND ELECTION TO SELL, NOTICE OF TRUSTEE SALE and the TRUSTEE'S DEED  
11 UPON SALE of Plaintiff's real property in violation of both Truth in Lending Act (TILA) and  
12 Real Estate Procedure Act (RESPA).  
13

14           70. The above Defendants lack standing to cause the non-judicial foreclosure of  
15 Plaintiff's real property; therefore, the wrongful and unlawful non-judicial foreclosure of  
16 Plaintiff's real property instituted the above-named Defendants is NULL and VOID.  
17

18           71. At all times relevant herein, and each one of them were acting as purported agent  
19 and in conspiracy for each other to cause the WRONGFUL FORECLOSURE of Plaintiff's real  
20 property.  
21

22           72. Plaintiff alleges that there has been an *Illegal, fraudulent or willfully oppressive*  
23 *sale* of his real property under a power of sale contained in a mortgage or deed of trust and that  
24 Defendants and each one of them is liable to Plaintiff for damages.  
25

26           73. Plaintiff is informed and believes and thereon alleges that the non-judicial  
27 foreclosure documents recorded by Defendants are untrue and fabricated and were promulgated  
28

1 through counterfeit securities and/or assignments instruments which were not made available to  
2 Plaintiff.

3 74. Plaintiff alleges that the non-judicial foreclosure of Plaintiff's real property  
4 instituted by the above Defendants was wrongful and that Defendants acted "intentionally,  
5 fraudulently and in conscious and callous disregard for the rights" of Plaintiff.  
6

7 75. None of the Defendants assessed Plaintiff's financial situation correctly or in good  
8 faith prior to filing the Notices of Default against the Property in their action.

9 76. Accordingly, the Defendants did not fulfill their legal obligation to Plaintiff prior to  
10 filing of the Notice of Default and, therefore, any acts based on the Notice of Default taken  
11 thereafter were invalid and void.  
12

13 77. Plaintiff is informed and believes and thereon alleges that at all times pertinent,  
14 Defendants were not authorized by contract or law to proceed with the non-judicial foreclosure  
15 of Plaintiff's real property which Plaintiff has owned for many years.  
16

17 78. The assignments by Defendants were fraudulent and wrongful and the deed of trust  
18 was not perfected. Therefore, the assignment of the deed of trust has not been perfected.

19 79. Consequently, Defendants engaged in a fraudulent and wrongful foreclosure of the  
20 Property in that Defendants did not have the legal authority to foreclose on the Property and,  
21 alternatively, if they had the legal authority, they failed to comply with The Truth in Lending Act  
22 (TILA) 15 U.S.C. §§ 1601 et seq., and the Real Estate Settlement Procedures Act -("RESPA"),  
23 12 U.S.C. §§ 2601 et. seq. including other State and Federal real estate laws.  
24

25 80. Plaintiff also seeks the expenses of legal proceedings, including attorney's fees  
26 necessary to rescind and void Defendants fraudulent foreclosure of Plaintiff's real property.  
27  
28

1 81. Each Defendant in this case lacked the authority to foreclose on Plaintiff's property  
2 and the trustee sale of Plaintiff's home was null and void.

3 82. Plaintiff contends that the lender(s) or individual or entity lacked the authority to  
4 foreclose, therefore, the trustee's sale was a complete nullity with no force or effect hence, the  
5 trustee sale must be set aside.  
6

7 83. Additionally, Defendants in the instant case failed to comply with the notice  
8 requirements before instituting the trustee sale of Plaintiff's real property. Further, Courts have  
9 held that Notice Defect Voids Trustee Sale so tender would not be required.  
10

11 84. Foreclosure is also illegal when loan modification is in progress. Thus, foreclosure  
12 sale and all following transfers, sales and assignments are NULL AND VOID.

13 85. As a result of the above alleged wrongs, Plaintiff has suffered general and special  
14 damages in an amount to be determined at trial.  
15

16 **SIXTH CAUSE OF ACTION**  
17 **TO VOID OR CANCEL TRUSTEE'S DEED UPON SALE**  
18 **(Against All Defendants)**

19 86. Plaintiff repleads, re-alleges and incorporates by reference all preceding paragraphs  
20 as though fully set forth herein.

21 87. Plaintiff alleges that the Trustee's Sale must be cancelled and/or set aside because the  
22 Foreclosing Defendants failed to acknowledge that no valid assignment existed and refused, and/  
23 or neglected to consider the ongoing loan modification and proceeded to sell the Property under  
24 a materially defective Notice of Trustee's Sale.  
25

26 88. The Foreclosing Defendants fraudulently claimed themselves as Creditors in  
27 Plaintiff's Bankruptcy filed on May 10, 2016 in the United States Bankruptcy Court, Central  
28 District of California, case no. 16-16168-BB.

1 89. The Foreclosing Defendants never had the legal authority to foreclose, and filed  
2 forged documents with false statements in Bankruptcy Court to obtain relief from stay stating  
3 they did not have the originals at the time.

4 90. The Foreclosing Defendants never had the legal authority to foreclose, i.e., the  
5 authority to exercise the power of sale as an assignee of the Note and Deed of Trust, because the  
6 Foreclosing Defendants' interest was never acknowledged and recorded in violation of Nevada  
7 and Federal laws, resulting in the non-judicial foreclosure sale being void.

8 91. The purported sale of the Property by Defendants was improperly held and the trustee's  
9 deed was wrongfully made and executed in that, without limitation, the foreclosing Defendants  
10 and their predecessors in interest failed, refused, and neglected to contact Plaintiff in person or  
11 by telephone to discuss option of avoiding foreclosure.

12 92. Plaintiff further alleges that the purported sale of his real property was unlawful, hence  
13 void and must be cancelled; and that the foreclosing Defendants, refused, and neglected to  
14 explore alternatives to foreclosure with Plaintiff prior to recording the NOTS, and subsequently  
15 failed and/or refused to consider Plaintiff for any loan modification or default resolution  
16 program.

17 93. Plaintiff is excused from any offer to tender to the Foreclosing Defendants, all  
18 amounts due and/ or owing because of Defendants, *illegal, fraudulent and willful oppressive*  
19 *sale* of Plaintiff's home.

20 94. Plaintiff is attempting to set aside this trustee's sale on grounds other than  
21 irregularities in the sale notice or procedure and on the grounds of illegal and oppressive sale of  
22 the Property.  
23  
24  
25  
26  
27  
28

1 95. Moreover, the Foreclosing Defendants never had the legal authority to foreclose  
2 because the instrument (Deed of Trust), which permitted foreclosure if the borrower was in  
3 default, is void as it was improperly assigned and/or transferred to the Foreclosing Defendants  
4 from the original lender. Therefore, the Deed of Trust could not provide a basis for a foreclosure,  
5 and the non-judicial foreclosure is void ab initio.  
6

7 96. Accordingly, Plaintiff hereby requests an order of this Court that the Trustee's Sale was  
8 irregular in that it was legally void and conducted without any right or privilege by the  
9 Foreclosing Defendants.  
10

11 **SEVENTH CAUSE OF ACTION**  
12 **NEGLIGENCE**  
13 **(Against All Defendants)**

14 97. Plaintiff repleads, re-alleges and incorporates by reference all preceding paragraphs as  
15 though fully set forth herein.

16 98. Plaintiff alleges that, all Defendants and each of them ("the foreclosing Defendants")  
17 are liable to Plaintiff for Negligence as they had no legal standing to become "foreclosing party".  
18

19 99. Plaintiff is informed and believes and thereon alleges that the foreclosing Defendants  
20 and each of them, owed a duty of care to ensure they do not defraud Plaintiff.

21 100. As a further, duty owed by the foreclosing Defendants to Plaintiff, Plaintiff is  
22 informed and believes and thereon alleges that the foreclosing Defendants and each of them,  
23 owed a duty not to conduct an illegal, fraudulent and oppressive sale of the Property.  
24

25 101. Additionally, Plaintiff is informed and believes that the foreclosing Defendants and  
26 each of them, owe Plaintiff the duty to comply with Nevada non-judicial foreclosure laws.

27 102. As a further breach of duty to Plaintiff, Plaintiff is informed and believes and thereon  
28 alleges that, the foreclosing Defendants and each of them, breached its duty to Plaintiff when

1 they maliciously and fraudulently, promulgating counterfeit securities and fraudulent assignment  
2 instrument and thereby causing Plaintiff's home that he owned for many years to go into  
3 foreclosure.

4 103. Plaintiff is informed and believe, and on the basis of that information and belief  
5 alleges, that had Defendants used proper skill and care in the handling of Plaintiff's matter,  
6 Plaintiff would have not been subject to ridicule, emotional distress, and injury to reputation or  
7 forced into Bankruptcy.  
8

9 104. Plaintiff alleges that as a direct and proximate cause and result of Defendants' fraud,  
10 promulgating of counterfeit securities and fraudulent assignment instrument, has caused  
11 substantial damage to Plaintiff's reputation, loss of personal and business income and his good  
12 name is in excess of \$3,000,000.00  
13

14 **EIGHTH CAUSE OF ACTION**  
15 **FRAUD IN THE CONCEALMENT**  
16 **(Against all Defendants)**

17 105. Plaintiff repleads, re-alleges and incorporates by reference all preceding paragraphs  
18 as though fully set forth herein.  
19

20 106. Defendants, and each one of them are sophisticated real estate con-artists that have  
21 perfected the art of stealing quiet title properties, acting in concert and in conspiracy, with each  
22 other concealing the fact that the Loans were securitized as well as the terms of the Securitization  
23 Agreements, including, inter alia: (1) Financial Incentives paid; (2) existence of Credit  
24 Enhancement Agreements, and (3) existence of Acquisition Provisions. By concealing the  
25 securitization, Defendants concealed the fact that Borrower's loan changed in character because  
26 no single party would hold the Note but rather the Notes would be included in a pool with other  
27 notes, split into tranches, and multiple investors would effectively buy shares of the income  
28

1 stream from the loans. Changing the character of the loan in this way had a materially negative  
2 effect on Plaintiff that was known by Defendants but not disclosed.

3 107. Defendants knew or should have known that had the truth been disclosed, Plaintiff  
4 would not have entered into the Loan agreement.  
5

6 108. Defendants intended to induce Plaintiff based on these misrepresentations and  
7 improper disclosures.

8 109. Plaintiff's reasonable reliance upon the misrepresentations was detrimental. But for  
9 failure to disclose the true and material terms of the transaction, Plaintiff would have been  
10 alerted to issues of concern.  
11

12 110. Plaintiff would have known of Defendants true intentions and profits from the  
13 proposed risky loan. Plaintiff would have known that the actions of Defendants collectively and  
14 individually, would have an adverse effect on the value of Plaintiff's real property.  
15

16 111. Plaintiff is informed and believes, and therefore alleges, that at all relevant times  
17 mentioned in this Complaint, Defendant and each of them were engaged in unlawful scheme the  
18 purpose of which was to execute unconscionable mortgage loans secured by real property in  
19 order to make commissions, kick-backs, undisclosed yield premiums, promised Plaintiff that  
20 Plaintiff is entitled to loan modification and subsequently did not act on said offer of loan  
21 modification.  
22

23 112. Plaintiff alleges that Defendants, and each of them, had a duty to disclose the true  
24 costs of the mortgage loan which was made to Plaintiff and the fact that Plaintiff could not afford  
25 the loan.

26 113. Defendants' failure to disclose the material terms of the transaction induced Plaintiff to  
27 enter into the Loan and accept the Services as alleged herein.  
28

1 114. Defendants were aware of the misrepresentations and profited from them.

2 115. As a direct and proximate result of the misrepresentations and concealment Plaintiff  
3 has been damaged in an amount to be proven at trial, including but not limited to, costs of Loan,  
4 damage to Plaintiff's financial security, and emotional distress.  
5

6 116. Plaintiff alleges that Defendants are liable for malice, fraud and/or oppression.  
7 Defendants' actions were malicious and done willfully in conscious disregard of the rights of  
8 Plaintiffs in that Defendants' actions were calculated to injure Plaintiff. As such Plaintiff is  
9 entitled to recover, in addition to actual damages, punitive damages to punish Defendants and to  
10 deter them from engaging in future misconduct.  
11

12 **NINTH CAUSE OF ACTION**  
13 **FOR VIOLATION OF TRUTH IN LENDING ACT (TILA) 15 U.S.C §§ 1691, 1692**  
14 **(Against All Defendants)**

15 117. Plaintiff repleads, re-alleges and incorporates by reference all preceding paragraphs  
16 as though fully set forth herein.

17 118. At all times relevant herein, Defendants, and each one of them were acting as  
18 purported agent and in conspiracy for each other to cause the WRONGFUL FORECLOSURE of  
19 Plaintiff's real property.  
20

21 119. At all times relevant herein, and each one of them were acting as purported agent and  
22 in conspiracy for/with each other in this cause.  
23

24 120. Defendants attempted to collect Plaintiff's debt obligation and thus are debt  
25 collectors pursuant to the Federal Debt Collection Practices Act ("FDCPA"). "The term 'debt  
26 collector' means any person who uses any instrumentality of interstate commerce or the mails in  
27 any business the principal purpose of which is the collection of any debts, or who regularly  
28 collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or



1 due another.” 15 U.S.C. § 1692a (6). Defendants falsified the debt and collected on it with some  
2 of them not even having Nevada license to do so.

3 121. Federal law prohibits the use of “any false, deceptive, or misleading representation  
4 or means in connection with the collection of any debt... [including] the false representation  
5 of... the character, amount, or legal status of any debt... or [t]he threat to take any action that  
6 cannot legally be taken....” 15 U.S.C. § 1692e(2)(A), (5).

7  
8 122. Defendants attempted to collect on the Note under false pretenses, namely that  
9 Defendants were assigned Plaintiffs debt when in fact they were not.

10  
11 123. Plaintiff alleges that, SLS and Shellpoint acting as Plaintiffs mortgage servicers,  
12 had been acting in a manner to mislead Plaintiff into believing that Defendants had the authority  
13 to demand payments from him.

14 124. Plaintiff alleges that, Defendants SLS and Shellpoint acting as Plaintiff’s mortgage  
15 servicers, threatened to take action, namely engaging in collection activities that cannot legally  
16 be taken by them.

17  
18 125. As alleged herein, Plaintiff’s Note was not properly transferred so that no valid  
19 Assignment of DOT exists, yet Defendants sought to cause their purported authorized agent(s) to  
20 collect mortgage payments and engage in other unlawful collection practices.

21  
22 126. On information and belief, Defendants did not have a perfected security interest in  
23 Plaintiff’s Note such that they can enforce Plaintiff’s obligation and/or collect mortgage  
24 payments.

25 127. Plaintiff alleges that, Defendants falsely represented the status of Plaintiff’s debt and  
26 Defendants’ ability to enforce Plaintiffs debt obligation, in which they have no pecuniary,  
27 equitable, or legal interest.  
28

1 128. The conduct described above by Defendants was malicious because Defendants  
2 knew that they were not acting on behalf of the current pecuniary beneficiary of the Note and  
3 Mortgage. However, despite such knowledge, Defendants continued to demand and collect  
4 Plaintiff's mortgage payments.  
5

6 129. On information and belief, Defendants engaged and is engaging in a pattern and  
7 practice of defrauding Plaintiff, in that during the entire life of the mortgage Loan, Defendants  
8 failed to properly credit payments made, incorrectly calculated interest on the account, and failed  
9 to accurately debit fees.  
10

11 130. On information and belief, at all times material Defendants had, and have, actual  
12 knowledge that Plaintiff's account was not accurate, but that Plaintiff would continue to make  
13 further payments based on Defendants' inaccurate account. Plaintiff made payments based on  
14 these improper, inaccurate, and fraudulent representations.  
15

16 131. The foregoing acts and omissions of Defendants and their agents constitute  
17 numerous and multiple violations of the FDCPA including, but not limited to, the above-cited  
18 provisions of the FDCPA, 15 U.S.C. § 1692 et seq., with respect to Plaintiff.  
19

20 132. Plaintiff could not have reasonably known of the existence of a claim for violation of  
21 15 U.S.C. § 1692(e) because Defendants fraudulently concealed the fact that they were not  
22 entitled to enforce Plaintiff's debt obligation and that they were falsely representing to Plaintiff  
23 that the character and amount of money Plaintiff still owed on his debt.  
24

25 133. As a result of Defendants' violations of the FDCPA, Plaintiff is entitled to actual  
26 damages pursuant to 15 U.S.C. § 1692k (a) (1); statutory damages in an amount up to \$1,000.00  
27 pursuant to 15 U.S.C. § 1692k (a) (2) (A); reasonable attorneys' fees and costs pursuant to 15  
28 U.S.C. § 1692k (a) (3); and declaratory relief, from each Defendant herein.

134. Plaintiff relied on Defendants misrepresentations and has been damaged in the following ways: (1) multiple parties may seek to enforce her debt obligation against him; (2) the title to his home has been clouded and its salability has been rendered unmarketable, as any buyer of Plaintiff's home will find themselves in legal limbo, unable to know whether they can safely buy Plaintiff's home or get title insurance; (3) he has been paying the wrong party for an undetermined amount of time and overpaid in interest that was over calculated; (4) he is unable to determine whether he sent his monthly mortgage payments to the right party (5) he was forced to file Bankruptcy Chapter 7 and his credit and credit score have been damaged; (6) is facing eviction; and (7) he has expended significant funds to cover the cost of attorneys' fees and related costs.

135. Plaintiff's ninth cause of action has alleged sufficient facts under cognizable legal theory upon which Defendants are liable to Plaintiff for violation of TRUTH IN LENDING ACT (TILA) specifically, 15 U.S.C §§ 1691, 1692.

**TENTH CAUSE OF ACTION  
FOR VIOLATION OF 12 U.S.C. § 2605 (RESPA)  
Against All Defendants**

136. Plaintiff repleads, re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

137. At all times relevant herein, Defendants and each one of them were acting as purported agent and in conspiracy for/with each other in their cause.

138. Plaintiff's loan is a federally regulated mortgage loan and is subject to the federal Real Estate Settlement Procedures Act and its implementing regulation, Regulation X, and the Dodd-Frank Act.

1 139. Plaintiff sent a Qualified Written Request ("QWR") to Defendants. On information  
2 and belief, Defendants received the QWR and he was enrolled in Loan Modification at the time  
3 of foreclosure.

4 140. The QWR contained information to enable Defendants to identify Plaintiff's Loan  
5 including the borrower's name, loan number, and property address. Also, the QWR contained  
6 requests for information of the loan, specifically the identity and contact information of the  
7 creditor of Plaintiffs Note, a complete loan history, accumulated late fees and charges, and  
8 requested information to verify the validity of the purported debt owed to Note Holder.  
9

10 141. Defendants, failed to acknowledge the receipt of Plaintiffs QWR within five (5) day  
11 of receipt, as required by section 1463(c) of the Dodd-Frank Act. Moreover, Defendants failed to  
12 provide a substantive response to Plaintiffs QWR within thirty (30) business days of receipt, as  
13 required by the Dodd-Frank Act.  
14

15 142. Because the Loan is subject to RESPA, the Dodd-Frank Act, and Regulation X, all  
16 Defendants were required to comply with section 1463 of the Dodd-Frank Act.  
17

18 143. Defendants violated Section 6 of Regulation X upon receipt of Plaintiff QWR by  
19 their actions including, but not limited to: (a) failure to make appropriate corrections in the  
20 account of the borrower, including the crediting of any late charges or penalties, and transmitting  
21 to the borrower a written notification of the correction; and (b) failure to protect Plaintiffs credit  
22 rating upon receipt of Plaintiffs QWR by furnishing adverse information regarding payment to  
23 credit reporting agencies as defined in section 603 of the Fair Credit Reporting Act, 15 U.S.C. §  
24 1681(a) and failing to notify Plaintiff in writing when the servicers were replaced, notably in the  
25 replacement of SLS by Shellpoint allegedly prior to the non-judicial sale.  
26  
27  
28

1 144. Plaintiff alleges that all Defendants collectively violated 12 *U.S.C.* § 2605 and are  
2 subject to statutory damages, civil liability, penalties, attorneys' fees, and actual damages. See 12  
3 *U.S.C.* § 2605.

4 145. The actual pecuniary damages include, but are not limited to, the over calculation  
5 and overpayment of interest on Plaintiffs Loan, the costs of repairing Plaintiff's credit, the  
6 reduction and/or elimination of Plaintiff's credit limits, costs associated with removing the cloud  
7 on his Property title and setting aside the trustee's sale, and attorneys' fees and costs, in an  
8 amount to be proven at trial.  
9

10 146. As a direct and proximate result of the violations of RESPA, Dodd-Frank Act, and  
11 Regulation X by Defendants, Plaintiff has suffered actual pecuniary damages, including but not  
12 limited to statutory damages, civil liability, and attorneys' fees, in an amount to be proven at trial.  
13

14 147. As a result of Defendants' violations of 12 *U.S.C.* § 2605, RESPA, the Dodd-Frank  
15 Act, and Regulation X, Plaintiff has been damaged in the following ways: (1) multiple parties  
16 may seek to enforce his debt obligation against him; (2) the title to his home has been clouded  
17 and its salability has been rendered unmarketable, as any buyer of Plaintiffs home will find  
18 themselves in legal limbo, unable to know whether they can safely buy Plaintiffs home or get  
19 title insurance; (3) he has been paying the wrong party for an undetermined amount of time and  
20 overpaid in interest that was over calculated; (4) he is unable to determine whether he sent his  
21 monthly mortgage payments to the right party (5) he was forced to file Bankruptcy (Chapter 7),  
22 his credit and credit score have been damaged; and (8) he has expended significant funds to  
23 cover the cost of attorneys' fees and related costs.  
24  
25  
26  
27  
28

1 148. Plaintiff requests a decree permanently enjoining Defendants, and each of them,  
2 and all persons claiming under them, from asserting any adverse claim to Plaintiff's title to the  
3 property which was secured by the Deed of Trust and legally described above in this complaint.

4  
5 149. Plaintiffs respectfully request the court to award Plaintiffs costs of this action, and  
6 such other relief as the court may deem proper.

7 **ELEVENTH CAUSE OF ACTION**  
8 **RECISSION**  
9 **(Against Defendant BONY)**

10 150. Plaintiff repleads, re-alleges and incorporates by reference all preceding  
11 paragraphs as though fully set forth herein.

12 151. Plaintiff is entitled to rescind the loan and all accompanying loan documents for  
13 all of the foregoing reasons: (1) Violation of Nevada Real Estate Foreclosure laws; (2) Failure to  
14 provide a Mortgage Loan Origination Agreement; (3) Fraudulent Concealment; (4) Fraudulent  
15 Inducement; (5) failure to abide by the PSA; (6) making illegal or fraudulent transfers of the note  
16 and deed of trust; and (5) Public Policy Grounds, each of which provides independent grounds  
17 for relief.  
18

19  
20 152 The Truth In Lending Act, 15 U.S.C § 1601, et. seq., extends Plaintiff's right to  
21 rescind a loan if the borrower received false or incomplete disclosures of either the loans terms  
22 or Borrower's right to rescind. Here, Defendants have failed to properly disclose the details of the  
23 loan. Specifically, the initial disclosures do not initial TILA disclosures, and lack of diligence  
24 and collusion on the part of the broker, lender and underwriter to place Plaintiff in a loan he  
25 could not afford and would ultimately benefit Defendants following the negative amortization  
26 that accrued.  
27  
28

1 153. The public interest would be prejudiced by permitting the alleged contract to  
2 stand; such action would regard an unscrupulous lender.

3 154. As a proximate result of Defendants' actions, Plaintiff has incurred damages in  
4 excess of \$6,000,000.00  
5

6 155. WHEREFORE, Plaintiff prays for rescission of the stated loan in its entirety.  
7

8 **THIRTEENTH CAUSE OF ACTION**  
9 **FRAUD**  
10 **(Against Defendants)**

11 156. Plaintiff repleads, re-alleges and incorporates by reference all preceding  
12 paragraphs as though fully set forth herein.

13 157. Defendants intentionally, willfully, and wantonly engaged in the acts described  
14 hereinabove with the purpose of deceiving Plaintiff by falsely stating that the Property would not  
15 be sold on December 13, 2016, yet the Property was sold on that date.

16 158. On December 12, 2016, Defendant Shellpoint intentionally misled Plaintiff that  
17 the loan modification review would proceed when in fact Defendants had no intention to do so.  
18 Defendants engaged in the unlawful suppression of facts of circumstances for self-serving  
19 purposes in financial gain.

20 159. Plaintiff justifiably relied on Defendants' deception, which was the actual and  
21 proximate cause of Plaintiff's damages.

22 160. As an actual and proximate result of the actions of Defendants, Plaintiff suffered  
23 damages in an amount subject to proof at the time of trial. As a further proximate result of  
24 Defendants' actions, Plaintiff is entitled to treble damages on all damages.

25 161. Further, Defendants' actions have been willful, knowing, and malicious, entitling  
26 Plaintiff to punitive and exemplary damages within the Court's discretion.

27 162. Defendants' actions in these matters have been willful, knowing, malicious,  
28 fraudulent and oppressive, entitling Plaintiff to punitive and exemplary damages in an amount  
appropriate to punish Defendants, and each of them, and to deter others from engaging in the

1 same behavior.

2 **THIRTEENTH CAUSE OF ACTION**  
3 **NEGLIGENT MISREPRESENTATION**  
4 **(Against Defendants Shellpoint, SLS, Sables and BONY)**

5 163. Plaintiff repleads, re-alleges and incorporates by reference all preceding  
6 paragraphs as though fully set forth herein.

7 164. Defendant Shellpoint, negligently misled Plaintiff by falsely assuring Plaintiff  
8 on December 12, 2016, that no foreclosure sale of the Property would go forward on December  
9 13, 2016 while the loan modification was in progress, but Defendant Sables held the sale on  
10 December 13, 2016 with a subsequent recording of a Trustee's Deed of Sale allegedly  
11 transferring the Property to Dundi.

12 165. As a result of the foregoing, Plaintiff has lost title to his home where his wife  
13 and three minor children reside. Plaintiff's reliance on the negligent misrepresentations of  
14 Defendants was a substantial factor in causing Plaintiff serious injury. Plaintiff justifiably relied  
15 on Shellpoint's representative's representation that the foreclosure sale would not take place on  
16 December 13, 2016 and the loan modification would go forward with them as successive  
17 servicer to SLS.

18 166. The actions of Defendants, and each of them, were willful, intentional, and  
19 done with intent to defraud Plaintiff, thereby justifying an award of punitive damages in an  
20 amount within the Court's discretion. In doing the acts complained of hereinabove, Defendants  
21 acted in concert together and did purposely and willfully in planning, devising, and bringing  
22 about the foreclosure sale of Plaintiff's home. Plaintiff is entitled to actual and punitive damages  
23 as Defendants' conduct showed a conscious disregard to Plaintiff and her family.

24 **FOURTEENTH CAUSE OF ACTION**  
25 **INJUNCTIVE RELIEF**  
26 **(Against all Defendants)**

27 167. Plaintiff repleads, re-alleges and incorporates by reference all preceding paragraphs  
28 as though fully set forth herein.



1 168. An actual controversy has arisen and now exists between Plaintiff and Defendants  
2 concerning their respective rights and duties regarding the Note and Trust Deed.

3 169. Plaintiff contends that pursuant to the mortgage loans and the Deed of Trust,  
4 Defendants do not have authority to foreclose upon and/or sell Plaintiff's real property described  
5 above.  
6

7 170. Plaintiff alleges that in addition to violating the Fair Debt Collection Practices Act  
8 and the Real Estate Settlement Procedures Act, Defendants, and each one of them, knowingly  
9 concealed their lack of an enforceable security interests in plaintiff's real properties by  
10 fabricating and recording false documents in the Clark County Recorder's Office.  
11

12 171. Defendants' conduct is not only unfair and fraudulent, but also constitutes a violation  
13 of *Nevada and federal laws*. Through this action, Plaintiff seeks damages resulting from  
14 Defendants' unlawful conduct and a declaratory judgment establishing that Defendants have  
15 failed to substantiate a perfected security interest in the Note and Deed of Trust (collectively  
16 referred to as "Loan").  
17

18 172. Plaintiff is informed and believes, and based thereon alleges that Defendant  
19 Dundi, Does1 to 20, and each of them ("Defendants") have commenced an unlawful detainer  
20 action to take possession of the Property and evict Plaintiff and the tenants residing in the  
21 Property as described in paragraphs 26 through 29 hereof.

22 173. Plaintiff's family including his wife, and three minor children whose safety,  
23 security, normal routine and education will be disrupted by the loss of the right to continue to  
24 occupy Plaintiff's Property as their "home" pending the determination of whether Defendants are  
25 legally entitled to maintain the foreclosure against Plaintiff's Property and the pending unlawful  
26 detainer proceedings where they are faced with immediate eviction by the Sheriff of Clark  
27 County, Las Vegas, Nevada.

28 174. Defendants' wrongful act to continue its unlawful detainer to evict Plaintiff and

1 his family from his home unless and until enjoined and restrained by order of this court, will  
2 cause grave and irreparable injury to Plaintiff in that Plaintiff will be deprived of his home.

3 175. Plaintiff has no adequate remedy at law for the threatened and continuing  
4 conduct in that it would be impossible for Plaintiff to determine the precise amount of damage  
5 Plaintiff will suffer if Defendants' conduct is not restrained.  
6

7 176. Therefore, Plaintiff brings this cause of action for preliminary injunction against  
8 Defendants and each one of them, their agents, officers, employees, and affiliates or associated  
9 parties for their and their predecessors' actions in engaging in a pattern of unlawful, fraudulent,  
10 and unfair predatory real estate practices causing Plaintiff to become victim of such behavior and  
11 to be in jeopardy of losing his home through unlawful non-judicial foreclosure.  
12

13 177. Plaintiff has a clear legal right to seek temporary and permanent injunctive relief  
14 as Plaintiff resides in the Property and has legal rights to his real property and as Defendants,  
15 without satisfying the necessary legal standing requirements to institute a foreclosure, are  
16 seeking, to take possession, custody, and control of Plaintiff's real property that is the subject of  
17 this litigation and ultimately remove the Plaintiff and his family from his real property.  
18

19 178. Plaintiff has no adequate remedy at law to redress the harm complained of, and  
20 the sale of the Plaintiff's property, under the circumstances of record, is contrary to equity and  
21 good conscience in that such sale is being instituted by, Plaintiff alleges, upon information and  
22 belief, that Defendants who have no legal standing to institute or maintain the non-judicial  
23 foreclosure.  
24

25 179. The specific facts set forth in this Complaint demonstrates that unless injunctive  
26 relief is granted against Defendants from removing Plaintiff from his Property during the  
27 pendency of this lawsuit, Plaintiff will suffer irreparable injury, loss, and damage of his real  
28

1 property and eviction therefrom. The threatened injury to Plaintiff's property and personal rights  
2 cannot be compensated for by an ordinary damage award in that Plaintiff's real properties is  
3 unique.

4  
5 180. Under the circumstances where the unlawful non-judicial foreclosure sale has  
6 occurred and Defendants seek in state court to illegally remove Plaintiff and his family from the  
7 Property, irreparable loss to Plaintiff has resulted and will continue if the Injunctive Relief  
8 requested herein is not granted immediately.

9  
10 181. As Defendants, have no legal standing to institute or maintain a foreclosure of the  
11 Property, there is no harm to said Defendant with the granting of the requested relief, and any  
12 claimed harm is substantially outweighed by the irreparable harm to the Plaintiff if the relief  
13 requested herein is not granted.

14  
15 182. The granting of the relief requested herein is in the public interest, as the consuming  
16 public, including Plaintiff, will continue to be harmed by the illegal and unlawful conduct of the  
17 Defendants, if the relief requested herein is not granted.

18  
19 183. Under the circumstances where there is no harm to Defendants, with the granting  
20 of the requested relief, no bond should be required as a prerequisite to the granting of the relief  
21 requested herein as there are no costs or other damages which could be contemplated on the part  
22 of Defendants with the granting of the requested relief for which a bond would otherwise be  
23 necessary.

24 **FIFTEENTH CAUSE OF ACTION**  
25 **DECLARATORY RELIEF**  
26 **(Against All Defendants)**

27 184. Plaintiff repleads, re-alleges and incorporates by reference all preceding  
28 paragraphs as though fully set forth herein.

185. Plaintiff contends that the foreclosure sale conducted by Defendants on

December 13, 2016 is invalid because as discussed herein no assignment was recorded to evidence an assignment of the rights and interest in the trust deed held on the Property by Country Wide Home Loans to BONY, that dual tracking occurred with Shellpoint and SLS, acting as servicers for BONY conducting a foreclosure sale when the loan modification process was ongoing, that BONY, Shellpoint, Sables and SLS acting in concert conspired to sell at auction the Property to Dundi after Shellpoint's representatives stated to Plaintiff and his loan modification representative on December 12, 2016 that no sale would occur on December 13, 2016 when in fact it did occur. For these reasons, dual tracking did occur and the Trustee's Deed Upon Sale recorded on December 30, 2016 is invalid, and defective.

186. Defendants, and each of them, on the other hand, maintain and contend that their foreclosure sale is valid and the Trustee's Deed is proper.

187. Plaintiff requests a judicial determination of the respective rights and duties of Plaintiff and Defendant with regard to the Property and specifically seeks that:

- a. The Notice of Trustee's Sale recorded on November 21, 2016 is invalid;
- b. The Trustee's Deed Upon Sale recorded on December 30, 2016 is invalid;
- c. None of the Defendants named herein hold any right, title, estate, lien or interest in or to the Property or any part thereof.

188. Such a declaration is necessary and appropriate at this time in order that Plaintiff may determine his rights in the Property. Furthermore, a determination of the respective rights and liabilities of Plaintiff and Defendants is necessary to avoid a multiplicity of actions.

#### **PRAYER FOR RELIEF**

WHEREFORE Plaintiff Bamba Fall prays for judgment against each Defendant, jointly and severally, as follows:

1. For a Judicial Declaration that (a) the Notice of Trustee's Sale and Trustee's Deed Upon Sale is void and is vacated, and (b) that none of the Defendants named herein hold any right, title, estate, lien, or interest in or to the Property;

2. For Judgment quieting Plaintiff's fee simple title to the Property and that Defendants have no right, title, interest in or to the real property, except as a Deed of Trust for the amount that is correctly determined following an accounting;

3. For an order vacating the Trustee's Sale and invalidating the Trustee's Deed Upon Sale;

4. For a temporary restraining order, a preliminary injunction, and a permanent injunction prohibiting Defendants from pursuing an unlawful detainer action in Clark County, Las Vegas Nevada or otherwise interfering with Plaintiff's interest in the Property pending resolution of this action;

5. For treble damages for violation of Nevada Homeowners' Bill of Rights;

6. For special damages for forcing Plaintiff into bankruptcy in an amount to be determined at trial;

7. For general damages in a sum in excess of \$1,000,000;

8. For punitive and exemplary damages according to proof;

**AS TO ALL CAUSES OF ACTION**

9. For prejudgment interest at the maximum legal rate;

10. For costs of suit incurred herein;

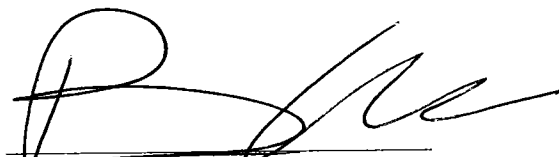
11. For attorney fees as permitted by law;

12. For such other and further relief as the Court deems just and proper.

DATED: January 31, 2014

Respectfully submitted,

By:



BAMBA FALL  
Plaintiff in Pro Per

VERIFICATION

I, Bamba Fall, the undersigned, declare that I am the plaintiff in this action. The matters stated in the attached complaint are true according to the best of my knowledge, except as to those matters which are stated on information and belief, and as to those matters, I believe them to be true. I have read the within document and know its contents.

I declare under the penalty of perjury under the laws of the United States of America that the above is true and correct.

Executed this 131st day of January, 2017 at Encino, California.

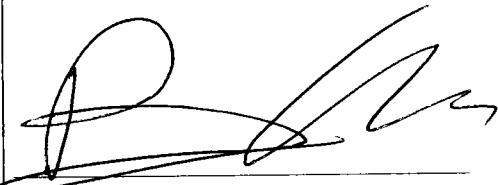
  
BAMBA FALL

EXHIBIT "A"

#40

④

20060906-0003945

SPACE B  
ONLY

Fee: \$16.00

RPTT: \$1,846.20

N/C Fee: \$0.00

09/06/2006

15:18:15

T20060155028

Requestor:

FIRST AMERICAN TITLE COMPANY OF NEVADA

Frances Deane

LEX

Clark County Recorder

Pgs: 4

Escrow No.: 112-2287063

R.P.T.T.\$ 1,846.20

APN: 191-04-310-064

WHEN RECORDED, MAIL TO SEND TAX STATEMENTS  
TO:Bamba Fall11852 Galvani StreetLas Vegas, NV 89123**GRANT, BARGAIN, SALE DEED**

THIS INDENTURE WITNESSETH: That KB HOME Nevada Inc., a Nevada corporation, for valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to

Bamba Fall, A SINGLE MAN

all that real property situated in the City of Las Vegas, County of Clark, State of Nevada, bounded and described as follows (the "Property"):

FOR COMPLETE LEGAL DESCRIPTION, SEE ATTACHED EXHIBIT "A"

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

RESERVING THEREFROM unto Grantor all water rights, permits, and certificates of Grantor of whatever kind or nature for ground water or surface water, and any and all other decrees, orders, or judgments affecting, adjudicating, or decreeing water rights to the end that this Deed shall not confer, grant, or transfer to Grantee any water rights whatsoever, or any claim to water or water rights.

AND FURTHER RESERVING unto Grantor all minerals owned by Grantor, and all geothermal energy sources in or under or which may be produced from the Property which lie below a plane parallel to and five hundred (500) feet below the surface of the Property, for the purpose of prospecting, exploration, development, production, or extraction of said substances by means of mines, wells, derricks, and/or other equipment; provided, however, that Grantor shall have no right to enter the surface of the Property nor to use the Property above said plane parallel to and five hundred (500) feet below the surface of the Property.

SAID GRANT BEING FURTHER SUBJECT TO:

1. General and special real property taxes for the current fiscal year not due or delinquent and any and all taxes and assessments levied or assessed after the recording date of this document. This will include the lien of supplemental taxes, if any.
2. All assessments imposed by a duly empowered governmental entity, whether or not of record.



3. Any and all covenants, conditions, restrictions, easements, reservations (including, but not limited to, reservations and exceptions to the mineral estate, including oil, gas or other hydrocarbon substances; arbitration of disputes; soils, grading and drainage disclosures; and any other disclosures specifically set forth in such documents), rights, and rights of way of record in the Office of the Clark County Recorder and any amendment(s), annexation(s) and/or supplement(s) thereto, including, any and all matters which an accurate survey or a physical inspection of the Property would disclose.

KB HOME Nevada Inc., a Nevada corporation

By: \_\_\_\_\_

Name: Michelle King

Its: Authorized Agent

Witness our hand this 2 day of September, 2006

STATE OF NEVADA

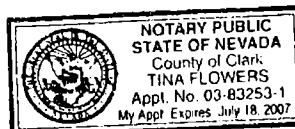
COUNTY OF CLARK

)  
) SS.  
)

This instrument was acknowledged before me on 9/2/06  
by Michelle King as Authorized Agent of KB HOME Nevada Inc., a  
Nevada corporation.

Notary Public

My commission expires: 7/18/2007



**EXHIBIT 'A'**

**Lot 185 of Terracina Phase 1, as shown by map thereof on file in Book 103 of Plats, Page 76, in the Office of the County Recorder of Clark County, Nevada.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of LOS ANGELES

SS.

On 9-2-2006

Date

before me, P. J. MORENO, NOTARY PUBLIC

Name and Title of Officer (e.g. Jane Doe, Notary Public)

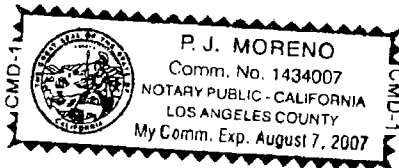
personally appeared BAMBA FELL

Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: DEED OF TRUST

Document Date: 9-1-2006

Number of Pages: 16

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- ☐ Individual
- ☐ Corporate Officer — Title(s): \_\_\_\_\_
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



**STATE OF NEVADA  
DECLARATION OF VALUE**

1. Assessor Parcel Number(s) 6

- a) 191-04-310-064  
b) \_\_\_\_\_  
c) \_\_\_\_\_  
d) \_\_\_\_\_

**FOR RECORDERS USE ONLY**

Document/Instrument # \_\_\_\_\_  
Book \_\_\_\_\_ Page \_\_\_\_\_  
Date of Recording: \_\_\_\_\_  
Notes: \_\_\_\_\_

2. Type of Property:

- b) Single Family Res.

3. Total Value/Sales Price of Property: \$361,703.00  
Deed in Lieu of Foreclosure Only (value of property) (\$ \_\_\_\_\_)  
Transfer Tax Value \$361,703.00  
Real Property Transfer Tax Due \$1,846.20

4. If Exemption Claimed:

- a. Transfer Tax Exemption, per 375.090, Section: \_\_\_\_\_  
b. Explain reason for exemption: \_\_\_\_\_

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: [Signature]

Capacity: Buyer

Signature: \_\_\_\_\_

Capacity: Seller

**SELLER (GRANTOR) INFORMATION  
REQUIRED**

**BUYER (GRANTEE) INFORMATION  
REQUIRED**

Print Name: KB HOME Nevada Inc., a Nevada Corporation

Print Name: Bamba Fall

Address: 5655 W. Badura

Address: 11852 Galvani Street

City/State/Zip: Las Vegas, NV 89118

City/State/Zip: Las Vegas, NV 89123

**COMPANY/PERSON REQUESTING RECORDING (REQUIRED IF NOT SELLER OR BUYER)**

PRINT NAME: First American Title Company of Nevada File #: 112-2287063 JB/TAF

ADDRESS: 205 E. Warm Springs, Ste. 105

CITY: Las Vegas STATE: Nevada ZIP: 89119

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

Reproduced by First American Title Company 11/2001

3945

EXHIBIT “B”

#46

20060906-0003946

Assessor's Parcel Number:

191-04-310-004

After Recording Return To:

7

MS SV-79 DOCUMENT PROCESSING  
P.O. Box 10423  
Van Nuys, CA 91410-0423  
Prepared By:  
MILTON JOHNSON  
~~Recording Requested By:~~  
M. BOUGHEY

Fee: \$38.00

N/C Fee: \$0.00

09/06/2006

15:18:15

T20060155028

Requestor:

FIRST AMERICAN TITLE COMPANY OF NEVADA

Frances Deane

LEX

Clark County Recorder

Pgs: 25

Countrywide KB Home Loans, a  
Countrywide Mortgage  
Ventures, LLC series  
7105 Corporate Dr., Bldg C,  
Ste 200  
Plano  
TX 75024

[Space Above This Line For Recording Data]

112-2287063-JB

00014472264809006

[Doc ID #]

## DEED OF TRUST

MIN 1000157-0007193785-4

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

NEVADA-Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Page 1 of 16

VMP-6A(NV) (0507) CHL (11/05)(d)

VMP Mortgage Solutions, Inc.

Form 3029 1/01



\* 2 3 9 9 1 \*



\* 1 4 4 7 2 2 6 4 8 0 0 0 0 1 0 0 6 A \*

DOC ID #: 00014472264809006

(A) "Security Instrument" means this document, which is dated SEPTEMBER 01, 2006 , together with all Riders to this document.

(B) "Borrower" is

BAMBA FALL, A SINGLE MAN

Borrower is the trustor under this Security Instrument.

(C) "Lender" is

Countrywide KB Home Loans, a Countrywide Mortgage Ventures, LLC series

Lender is a

LIMITED LIABILITY CORPORATION

organized and existing under the laws of DELAWARE  
27001 Agoura Road, Suite 200

Calabasas Hills, CA 91301

(D) "Trustee" is

RECONTRUST COMPANY, N.A.

. Lender's address is

225 WEST HILLCREST DRIVE, MSN TO-02

THOUSAND OAKS, CA 91360

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated SEPTEMBER 01, 2006 .

The Note states that Borrower owes Lender

TWO HUNDRED EIGHTY NINE THOUSAND THREE HUNDRED SIXTY TWO and 00/100

Dollars (U.S. \$ 289,362.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than SEPTEMBER 01, 2036 .

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider                         | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider                    | <input checked="" type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider   |
| <input type="checkbox"/> VA Rider                         | <input type="checkbox"/> Biweekly Payment Rider                    | <input type="checkbox"/> Other(s) [specify] |

DOC ID #: 00014472264809006

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower



DOC ID #: 00014472264809006

irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY

[Type of Recording Jurisdiction]

CLARK

:

[Name of Recording Jurisdiction]

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

which currently has the address of

11852 GALVANI ST, LAS VEGAS

[Street/City]

Nevada 89123-5530 ("Property Address"):

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

DOC ID #: 00014472264809006

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums

DOC ID #: 00014472264809006

any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or

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defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be

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paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is



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reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive

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from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

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Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.



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**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees,

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property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option, and without further demand, may invoke the power of sale, including the right to accelerate full payment of the Note, and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

**23. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

**24. Substitute Trustee.** Lender at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

**25. Assumption Fee.** If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$ 300.00.

DOC ID #: 00014472264809006

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

  
\_\_\_\_\_(Seal)  
BAMBA FALL -Borrower

\_\_\_\_\_(Seal)  
-Borrower

\_\_\_\_\_(Seal)  
-Borrower

\_\_\_\_\_(Seal)  
-Borrower

**EXHIBIT 'A'**

**Lot 185 of Terracina Phase 1, as shown by map thereof on file in Book 103 of Plats,  
Page 76, in the Office of the County Recorder of Clark County, Nevada.**

LOAN #: 144722648

## INTEREST ONLY ADJUSTABLE RATE RIDER (LIBOR Index - Rate Caps)

THIS INTEREST ONLY ADJUSTABLE RATE RIDER is made this FIRST day of SEPTEMBER, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Countrywide KB Home Loans, a Countrywide Mortgage Ventures, LLC series (the "Lender") of the same date and covering the property described in the Security Instrument and located at:  
11852 GALVANI ST, LAS VEGAS, NV 89123-5530  
[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

### MULTISTATE INTEREST ONLY ADJUSTABLE RATE RIDER - LIBOR INDEX

• BC - Interest Only ARM Rider  
1E120-US (05/08)(d)

Page 1 of 4



LOAN #: 144722648

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of 8.125 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the first \_\_\_\_\_ day of SEPTEMBER, 2011, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding NINE & FIVE-EIGHTHS \_\_\_\_\_ percentage point(s) ( 9.625 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 11.125 % or less than 8.125 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE & ONE-HALF \_\_\_\_\_ percentage point(s) ( 1.500 %) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 15.125 % or less than 8.125 %.

LOAN #: 144722648

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**(G) Date of First Principal and Interest Payment**

The date of my first payment consisting of both Principal and interest on the Note (the "First Principal and Interest Payment Due Date") will be the first monthly payment date after the one hundred twentieth (120th) scheduled monthly payment.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if a Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.



LOAN #: 144722648

BY SIGNING UNDER SEAL BELOW, Borrower accepts and agrees to the terms and covenants contained in this Rider.



BAMBA FALL

- Borrower

- Borrower

- Borrower

- Borrower

DOC ID #: 00014472264809006

## PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this FIRST day of SEPTEMBER, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to Countrywide KB Home Loans, a Countrywide Mortgage Ventures, LLC series

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

11852 GALVANI ST  
LAS VEGAS, NV 89123-5530

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in THE COVENANTS, CONDITIONS, AND RESTRICTIONS FILED OF RECORD THAT AFFECT THE PROPERTY

(the "Declaration"). The Property is a part of a planned unit development known as TERRACINA

[Name of Planned Unit Development]

**MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

**VMP -7R (0411)**

**CHL (12/05)(d)**

Page 1 of 3

VMP Mortgage Solutions, Inc.

Form 3150 1/01



\* 2 3 9 9 1 \*



\* 1 4 4 7 2 2 6 4 8 0 0 0 0 1 0 0 7 R \*

DOC ID #: 00014472264809006

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

DOC ID #: 00014472264809006

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.

  
\_\_\_\_\_. (Seal)  
BAMBA FALL - Borrower

\_\_\_\_\_. (Seal)  
- Borrower

\_\_\_\_\_. (Seal)  
- Borrower

\_\_\_\_\_. (Seal)  
- Borrower

*P. CALIFORNIA*  
STATE OF NEVADA  
COUNTY OF LOS ANGELES

DOC ID #: 00014472264809006

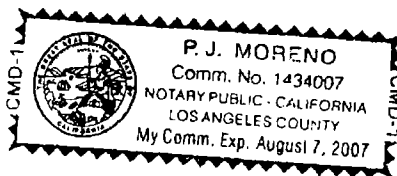
This instrument was acknowledged before me, on

*P.J. MORENO, NOTARY PUBLIC*  
*BAMBA FALL* *9-2-2006* by

*BAMBA FALL*

Mail Tax Statements To:  
BAMBA FALL

11852 GALVANI ST  
LAS VEGAS, NV 89123



**RECORDER'S MEMO**  
POSSIBLE POOR RECORD DUE TO  
QUALITY OF ORIGINAL DOCUMENT

Inst#:200910050001143 Fee \$15.00 N/C Fee \$0.00 10/05/2009 9:11:18 AM  
Receipt#:81882 Requestor JELITY NATIONAL DEFAULT SOLUTION recorded By:ARO  
Pgs:2 DEBBIE CONWAY CLARK COUNTY RECORDER

RECORDING REQUESTED BY:  
RECONTRUST COMPANY

AND WHEN RECORDED MAIL DOCUMENT TO:  
RECONTRUST COMPANY  
2380 Performance Dr, TX2-985-07-03  
Richardson, TX 75082

ATTN: Alicia Bardere  
TS No. 09-0143908

TSG No. 090681654NVGTI

19104310064

---

**SUBSTITUTION OF TRUSTEE NEVADA**

WHEREAS, BAMBA FALL, A SINGLE MAN was the original Trustor, RECONTRUST COMPANY, N.A. was the original Trustee, and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. was the original Beneficiary under that certain Deed of Trust dated 09/01/2006 recorded on 09/06/2006 as Instrument No. 0003946 in Book 20060906 Page N/A of Official Records of Clark County, Nevada;

WHEREAS, the undersigned is the present Beneficiary under said Deed of Trust, and

WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in place and instead of said original Trustee, or Successor Trustee, thereunder, in the manner in said Deed of Trust provided,

NOW THEREFORE, the undersigned hereby substitutes RECONTRUST COMPANY, N.A., WHOSE ADDRESS IS: 2380 Performance Dr, TX2-985-07-03, Richardson, TX 75082, as Trustee under said Deed of Trust.

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

DATED: 09/28/2009

THE BANK OF NEW YORK MELLON FKA THE  
BANK OF NEW YORK, AS TRUSTEE FOR THE  
CERTIFICATEHOLDERS CWABS, INC.,  
ASSET-BACKED CERTIFICATES, SERIES 2006- 17  
BY BAC HOME LOANS SERVICING, LP FKA  
COUNTRYWIDE HOME LOANS SERVICING LP AS  
AIF

BY: Angela Nava  
Angela Nava, Assistant Secretary

State of: Texas

County of: Dallas

On OCT 01 2009 before me, Christopher A. Williams, personally appeared  
Angela Nava Assistant Secretary, know to me (or proved to me on the  
oath of \_\_\_\_\_ or through \_\_\_\_\_) to be the person whose name is  
subscribed to the foregoing instrument and acknowledged to me that he/she executed the same  
for the purposes and consideration therein expressed.  
Witness my hand and official seal.

Christopher A. Williams  
Notary Public's Signature



EXHIBIT "C"



APN: 191-04-310-064

RECORDING REQUESTED BY:  
Sables, LLC

AND WHEN RECORDED MAIL TO:  
Sables, LLC  
c/o Law Office of Les Zieve  
3753 Howard Hughes Parkway, Suite 200  
Las Vegas, Nevada 89169

Inst #: 20140703-0002110

Fees: \$18.00

N/C Fee: \$0.00

07/03/2014 02:39:48 PM

Receipt #: 2078292

Requestor:

LSI TITLE AGENCY INC.

Recorded By: ECM Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

140110962

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TS No.: 14-28748

The undersigned hereby affirms that there is no Social Security number contained in this document.

### SUBSTITUTION OF TRUSTEE

WHEREAS, BAMBA FALL, A SINGLE MAN was the original Trustor, RECONTRUST COMPANY, N.A. was the original Trustee, and COUNTRYWIDE KB HOME LOANS, A COUNTRYWIDE MORTGAGE VENTURES, LLC SERIES as Lender, Mortgage Electronic Registration Systems, Inc. was the original Beneficiary under that certain Deed of Trust dated 9/1/2006 and recorded on 9/6/2006 as Instrument No. 0003946, in book 20060906, page of Official Records of Clark County, Nevada; and

WHEREAS, the undersigned is the present Beneficiary under said Deed of Trust, and

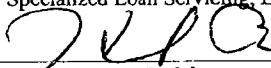
WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in place and instead of said original Trustee, or Successor Trustee, thereunder, in the manner in said Deed of Trust provided,

NOW, THEREFORE, the undersigned hereby substitutes Sables, a Nevada limited liability company, as Trustee under said Deed of Trust.

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

Dated: 6/26/2014

The Bank of New York Mellon FKA The Bank of New York,  
as Trustee for the certificateholders of the CWABS, Inc.,  
ASSET-BACKED CERTIFICATES, SERIES 2006-17  
By: Specialized Loan Servicing, LLC, its attorney in fact

  
Hunter Robinson

Vice President

TS No.: 14-28748

**SUBSTITUTION OF TRUSTEE**

State of Colorado

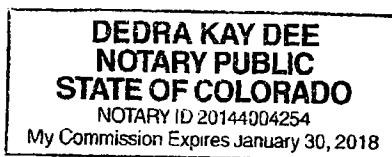
County of Douglas

On 6/26/14 before me, Dedra Kay Dee Notary Public, personally appeared Hunter Robinson who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Colorado that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



*Substitution of trustee: Fall, Bamba*

EXHIBIT “D”

APN: 191-04-310-064

WHEN RECORDED MAIL TO:

Sables, LLC

c/o Law Offices of Les Zieve

3753 Howard Hughes Parkway, Suite 200  
Las Vegas, Nevada 89169

inst #: 20151229-0003254

Fees: \$225.00

N/C Fee: \$25.00

12/29/2015 02:52:12 PM

Receipt #: 2646041

Requestor:

SERVICELINK TITLE AGENCY IN

Recorded By: OSA Pgs: 9

DEBBIE CONWAY

CLARK COUNTY RECORDER

TS No. : 14-28748

## **NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO SELL THE REAL PROPERTY UNDER DEED OF TRUST**

**IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION**, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five (5) business day prior to the date set for the sale of your property pursuant to NRS 107.080. No sale date may be set until three months from the date this Notice of Default may be recorded (which date of recordation appears on this notice). This amount is \$266,760.79 as of 12/24/2015 and will increase until your account becomes current.

**NOTICE IS HEREBY GIVEN THAT: SABLES, LLC, a Nevada limited liability company** is either the original trustee, or the duly appointed substituted Trustee, or acting as agent for the Trustee or the Beneficiary under a under a Deed of Trust dated **9/1/2006**, executed by **BAMBA FALL, A SINGLE MAN**, as trustor to secure obligations in favor of **COUNTRYWIDE KB HOME LOANS, A COUNTRYWIDE MORTGAGE VENTURES, LLC SERIES as Lender, Mortgage Electronic Registration Systems, Inc.**, as Beneficiary, recorded **9/6/2006**, instrument no. **0003946**, in book **20060906**, page , of Official Records in the office of the County recorder of **Clark, County, Nevada** securing, among other obligations including

One note(s) for the Original sum of **\$289,362.00**, that the beneficial interest under such Deed of Trust and the obligations secured hereby are presently held by Beneficiary; that a breach of and default in the obligations for which such Deed of Trust is security has occurred or that payment has not been made of:

**The monthly installment which became due on 9/1/2007, along with late charges, and all subsequent monthly installments.**

**You are responsible to pay all payments and charges due under the terms and conditions of the loan documents which come due subsequent to the date of this notice, including, but not limited to; foreclosure trustee fees and costs, advances and late charges.**

**Furthermore, as a condition to bring your account in good standing, you must provide the undersigned with written proof that you are not in default on any senior encumbrance and provide proof of insurance.**

**T.S. No.: 14-28748**

**Nothing in this Notice of Default should be construed as a waiver of any fees owing to the beneficiary under the Deed of Trust, pursuant to the terms and provisions of the loan documents.**

That by reason thereof the present Beneficiary under such deed of Trust has executed and delivered to said duly appointed Trustee a written Declaration of Default and Demand for Sale and has deposited with said duly appointed Trustee such Deed of Trust and all documents evidencing obligations secured thereby and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

#### **NOTICE**

You may have the right to cure the default hereon and reinstate the one obligation secured by such Deed of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the Payment of the amounts required by that statutory section without requiring payment of that portion of principal and interest which would not be due had no default occurred. As to owner occupied property, where reinstatement is possible, the time to reinstate may be extended to 5 days prior to the date of sale pursuant to NRS 107.080. The Trustor may have the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and Sale.

**To determine if reinstatement is possible and the amount, if any, to cure the default, contact:**

The Bank of New York Mellon FKA The Bank of New York, as Trustee for the certificateholders of the CWABS, Inc., ASSET-BACKED CERTIFICATES, SERIES 2006-17  
c/o Specialized Loan Servicing LLC  
c/o SABLES, LLC, a Nevada limited liability company  
3753 Howard Hughes Parkway, Suite 200  
Las Vegas, NV 89169  
Beneficiary Phone: (800)315-4757  
Trustee Phone: (702) 664-1774

To reach a person with authority to negotiate a loan modification on behalf of the lender:

Michelle (Teller ID: 11088)  
1-800-306-6059

**Property Address: 11852 GALVANI ST, LAS VEGAS, NV 89123-5530**

If you have any questions, you should contact a lawyer or the governmental agency that may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

**REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.**

Attached hereto and incorporated herein by reference is the Affidavit of Authority in Support of Notice of Default and Election to Sell pursuant to NRS 107.080.

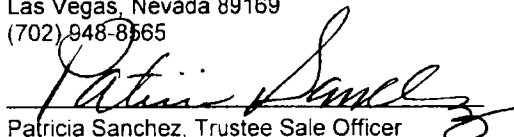
You may wish to consult a credit counseling agency to assist you. The Department of Housing and Urban Development (HUD) can provide you with names and addresses of local HUD approved

T.S. No.: 14-28748

counseling agency by calling their approved Local Housing Counseling Agency toll free number: (800) 569-4287 or you can go to HUD's website: <http://portal.hud.gov>.

Dated: 12/24/2015

SABLES, LLC, a Nevada limited liability company, as Trustee  
Sables, LLC  
c/o Law Offices of Les Zieve  
3753 Howard Hughes Parkway, Suite 200  
Las Vegas, Nevada 89169  
(702) 948-8565

  
Patricia Sanchez, Trustee Sale Officer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA  
County of ORANGE

On 12/24/2015, before me, Christine O'Brien, personally appeared Patricia Sanchez who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Signature of Notary



5412818658

NEVADA DECLARATION OF COMPLIANCE  
NV SB 321 (2013) Sec. 11

Borrower(s): BAMBA FALL

Property Address: 11852 GALVANI ST, LAS VEGAS, NV 89123

Trustee Sale Number: 14-28748

The undersigned, as authorized agent or employee of the mortgage servicer named below, declares:

That this Declaration is accurate, complete and supported by competent and reliable evidence which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower(s)' loan status and loan information.

1. ☐ The mortgage servicer has contacted the borrower(s) to assess the borrower(s)' financial situation, provide the toll free number to enable the borrower(s) to find a housing counselor certified by HUD, and explore options for the borrower(s) to avoid foreclosure as required by SB 321 (2013) Sec. 11(2). Initial contact was made on \_\_\_\_\_, 201\_\_\_\_; or
2. ☒ The mortgage servicer has tried with due diligence to contact the borrower(s) as required by SB 321 (2013) Sec. 11(5), but has not made contact despite such due diligence. The due diligence efforts were satisfied on June 24, 2015; or
3. ☐ The mortgage servicer has tried with due diligence to contact the borrower(s) as required by NRS 107.510(5)(a) and NRS 107.510(5)(c)-(e), but has not made contact despite such due diligence. The telephone contact requirements under NRS 107.510(5)(b) were not attempted pursuant to the borrower's previously submitted written cease communication request. The due diligence efforts were satisfied on \_\_\_\_\_, 201\_\_\_\_; or
4. The requirements of SB 321 (2013) Sec. 11 do not apply, because:
  - a. ☐ The mortgage servicer is exempt pursuant to SB 321 (2013) Sec. 7.5 by virtue of being a financial institution as defined in NRS 660.045 that has foreclosed on 100 or fewer owner-occupied real properties (as defined in NRS 107.086) in Nevada in its last annual reporting period.
  - b. ☐ The individual(s) do not meet the definition of a "borrower" as set forth in SB 321 (2013) Sec. 3.
  - c. ☐ The loan underlying the security interest that is the subject of this foreclosure is not a "residential mortgage loan" (as defined in SB 321 (2013) Sec. 7) which is

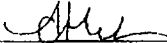
primarily for personal, family or household use and which is secured by a mortgage or deed of trust on owner-occupied housing (as defined in NRS 107.086).

- d. ☐ The mortgage servicer is a signatory to a consent judgment filed in the United States District Court for the District of Columbia, case number 1:12-cv-00361 RMC, as set forth in SB 321 (2013) Sec. 16, and is in compliance with the relevant terms of the Settlement Term Sheet of that consent judgment with respect to the borrower(s) while the consent judgment is in effect.

In light of the foregoing, the mortgage servicer authorizes the trustee to submit the attached Notice of Default to be recorded, and to exercise the power of sale, as all pre-foreclosures notices required by NRS 107.080(2)(c)(3) and SB 321 (2013) Sec. 10(1) were timely sent per statute and (if applicable and the mortgage servicer is not otherwise exempt from said requirements) the mortgage servicer has complied with the requirements set forth in SB 321 (2013) Secs. 12 & 13 regarding the acceptance and processing of foreclosure prevention alternative applications.

Specialized Loan Servicing LLC as servicer for The Bank of New York Mellon FKA The Bank of New York, as Trustee for the certificateholders of the CWABS, Inc., ASSET-BACKED CERTIFICATES, SERIES 2006-17

Dated: JUL 02 2015

  
\_\_\_\_\_  
Signature of Agent or Employee

Ami McKernan Second Assistant Vice President  
\_\_\_\_\_  
Printed Name of Agent or Employee

Trustee Sale Number: 14-28748



14-28748

**Affidavit of Authority**

(Nevada Revised Statute § 107.080 as amended effective June 1, 2013)

Re: Borrowers Name: BAMBAL FALL  
Property Address: 11852 GALVANI ST, LAS VEGAS, NV 89123-5530

I, Ami McKernan, am a(n) Second Assistant Vice President of **Specialized Loan Servicing LLC ("SLS")**, the current loan servicing agent ("Servicer" for the current Beneficiary of the Deed of Trust described in the Notice of Default and Election to Sell to which this affidavit is attached.

SLS maintains records for the Beneficiary in its capacity as Servicer. As part of my job responsibilities for SLS, I am familiar with the type of records maintained by SLS. The information in this affidavit is taken from SLS's business records. I have personal knowledge of SLS's procedures for creating these records. They are: (a) made at or near the time of the occurrence of the matters recorded by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge; (b) kept in the course of SLS's regularly conducted business activities; and (c) it is the regular practice of SLS to make such records.

1. The following facts are based upon my personal review of documents that are of Official Records in the State of Nevada and/or my own personal knowledge that has been acquired by my personal review of the business records of SLS.

- 1(a). The full name and business address of the current Trustee of record for the Deed of Trust is: **Sables LLC, a Nevada limited liability company, 3753 Howard Hughes Parkway, Suite 200, Las Vegas, Nevada 89169**
- 1(b). The full name and business address of the current holder of the Note secured by the Deed of Trust is: **The Bank of New York Mellon FKA The Bank of New York, as Trustee for the certificateholders of the CWABS, Inc., ASSET-BACKED CERTIFICATES, SERIES 2006-17, C/O Specialized Loan Servicing, LLC, 8742 Lucent Blvd., Ste. 300, Highlands Ranch, CO 80129**
- 1(c). The full name and business address of the current Beneficiary for the obligation or debt secured by the Deed of Trust is: **The Bank of New York Mellon FKA The Bank of New York, as Trustee for the certificateholders of the CWABS, Inc., ASSET-BACKED CERTIFICATES, SERIES 2006-17, C/O Specialized**

**Loan Servicing, LLC, 8742 Lucent Blvd., Ste. 300, Highlands Ranch, CO 80129**

- 1(d). The full name and business address of the current Servicer for the obligation or debt secured by the Deed of Trust is: **Specialized Loan Servicing LLC, 8742 Lucent Boulevard, Suite 300, Highlands Ranch, CO 80129**

2. From my review of the documents that are of Official Records in the State of Nevada and/or the business records of SLS and a Title Guaranty or Title Insurance Policy issued by a Title Insurer or Title Agent authorized to do business in the State of Nevada pursuant to Chapter 629A of the NRS, the name of each assignee and each recorded assignment of the Deed of Trust is:

- 2(a). Assignee Name: **The Bank of New York Mellon FKA The Bank of New York, as Trustee for the certificateholders of the CWABS, Inc., ASSET-BACKED CERTIFICATES, SERIES 2006-17**

Instrument and Recording Information: **Corporation Assignment of Deed of Trust Nevada recorded on 10/05/2009 as instrument # 200910050001142.**

3. The current Beneficiary under the Deed of Trust, the successor in interest to the Beneficiary or the current Trustee is in actual or constructive possession of the Note secured by the Deed of Trust.

4. From my review of the documents that are of Official Records in the State of Nevada and/or the business records of SLS, the current Trustee has authority to exercise the power of sale with respect to the property encumbered by the Deed of Trust, pursuant to instruction from the current Beneficiary of record and current holder of the Note secured by the Deed of Trust.

5. From my review of the documents that are of Official Records in the State of Nevada and/or the business records of SLS, the Beneficiary, Servicer of the obligation, or an attorney representing the Beneficiary or Servicer has sent to BAMBA FALL a written statement of: (I) the amount of payment required to make good the deficiency in performance of payment, avoid the exercise of the power of sale and reinstate the terms and conditions of the underlying obligation or debt existing before the deficiency in performance or payment, as of the date of the statement; (II) the amount in default; (III) the principal amount of the obligation or debt secured by the deed of trust; (IV) the amount of accrued interest and late charges; (V) a good faith estimate of all fees imposed in connection with the power of sale; and (VI) contact information

for obtaining the most current amounts due and the local or toll-free telephone numbers that BAMBA FALL may call to receive the most current amounts due and recitation of the information in this affidavit.

6. The Borrower or Obligor of the loan secured by the Deed of Trust may call Specialized Loan Servicing LLC at 1-800-315-4757 to receive the most current amounts due and recitation of the information contained in this affidavit.

I declare under penalty of perjury of the laws of the State of Colorado that the foregoing is true and correct and that this affidavit was executed on OCT 30 2015.

The Bank of New York Mellon FKA The Bank of New York, as Trustee for the certificateholders of the CWABS, Inc., ASSET-BACKED CERTIFICATES, SERIES 2006-17  
By: Specialized Loan Servicing LLC, its attorney in fact

By: *Ami McKernan*

Name: Ami McKernan

Its: Second Assistant Vice President

State of Colorado  
County of Douglas

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by \_\_\_\_\_ of Specialized Loan Servicing LLC, a Delaware Limited Liability Company, on behalf of the LLC.

\_\_\_\_\_  
(Notary's Official Signature)

\_\_\_\_\_  
(Commission Expiration)

*SEE ATTACHED.*

COLORADO NOTARIAL JURAT

STATE OF COLORADO )

COUNTY OF DOUGLAS )

Subscribed and sworn before me in the County of Douglas, State of Colorado this

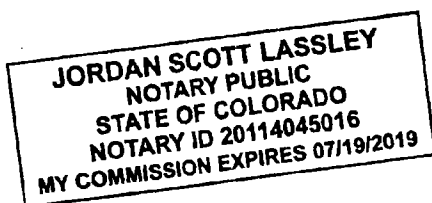
OCT 30 2015

Ami McKernan

Second Assistant Vice President

(Date)

(Name)



*Jordan Scott Lassley*  
Notary's Official Signature

*July 15 2019*  
Commission Expiration

Description of document this notarial certificate is being attached to:	
Type / Title of Document:	<i>affidavit of authenticity</i>
Date of Document:	<i>OCT 30 2015</i>
Number of Pages:	<i>3</i>
Additional Signers (other than those named in notarial certificate)	<i>N/A</i>

Note: This is a jurat format notarial certificate. This document as well as the document it is attached to cannot contain any blank lines. Please ensure all blanks are filled in prior to notarization.

*Bamba Fall*

EXHIBIT "E"

EXHIBIT “F”

A.P.N.: 191-04-310-064

RECORDING REQUESTED BY:  
SABLES, LLC, a Nevada limited Liability Company

AND WHEN RECORDED TO:  
Dundi Investments LLC  
2050 Warm Springs Rd #1024  
Henderson, NV 89104

Forward Tax Statements to  
the address given above

2016 9914LM

T.S. # 14-28748  
Order #: 140110962-NV-MSI

SPACE ABOVE LINE FOR RECORDER'S USE

Inst #: 20161230-0003649  
Fees: \$18.00 N/C Fee: \$25.00  
RPTT: \$1190.85 Ex: #  
12/30/2016 03:22:21 PM  
Receipt #: 2971620  
Requestor:  
NATIONAL TITLE COMPANY  
Recorded By: MAYSM Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

### TRUSTEE'S DEED UPON SALE

Transfer Tax: \$0.00  
The Grantee Herein **WAS NOT** the Foreclosing Beneficiary.  
The Amount of the Unpaid Debt was \$547,295.65  
The Amount Paid by the Grantee was \$233,100.00  
Said Property is in the City of LAS VEGAS, County of Clark

SABLES, LLC, a Nevada limited liability company, as Trustee, (whereas so designated in the Deed of Trust hereunder more particularly described or as duly appointed Trustee) does hereby **GRANT** and **CONVEY** to

#### Dundi Investments LLC

(herein called Grantee) but without covenant or warranty, expressed or implied, all rights, title and interest conveyed to and now held by it as Trustee under the Deed of Trust in and to the property situated in the county of Clark, State of Nevada, described as follows:

LOT 185 OF TERRACINA PHASE 1, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 103 OF PLATS, PAGE 76, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.  
11852 GALVANI ST  
LAS VEGAS, NV 89123-5530  
AKA 11852 GALVANI ST  
LAS VEGAS, NV 89183-5530

This conveyance is made in compliance with the terms and provisions of the Deed of Trust executed by **BAMBA FALL, A SINGLE MAN** as Trustor, dated 9/1/2006 of the Official Records in the office of the Recorder of Clark, Nevada under the authority and powers vested in the Trustee designated in the Deed of Trust or as the duly appointed Trustee, default having occurred under the Deed of Trust pursuant to the Notice of Breach and Election to Sell under the Deed of Trust recorded on 9/6/2006, instrument number 0003946 Book 20060906, Page of official records.

## TRUSTEE'S DEED UPON SALE

T.S. #: 14-28748

Order #: 140110962-NV-MSI

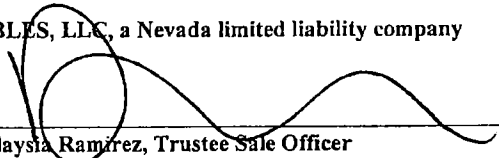
Trustee having complied with all applicable statutory requirements of the State of Nevada and performed all duties required by the Deed of Trust including sending a Notice of Breach and Election to Sell within ten days after its recording and a Notice of Sale at least twenty days prior to the Sale Date by certified return receipt mail, postage pre-paid to each person entitled to notice in compliance with Nevada Civil Code 107.050.

All requirements per Nevada Statutes regarding the mailing, personal delivery and publication of copies of Notice of Default and Election to Sell under Deed of Trust and Notice of Trustee's Sale, and the posting of copies of Notice of Trustee's Sale have been complied with. Trustee, in compliance with said Notice of Trustee's sale and in exercise of its powers under said Deed of Trust sold said real property at public auction on 12/14/2016. Grantee, being the highest bidder at said sale became the purchaser of said property for the amount bid, being \$ \$233,100.00, in lawful money of the United States, in pro per, receipt there of is hereby acknowledged in full/partial satisfaction of the debt secured by said Deed of Trust.

In witness thereof, SABLES, LLC, a Nevada limited liability company, as Trustee, has this day, caused its name to be hereunto affixed.

Date: 12/22/2016

SABLES, LLC, a Nevada limited liability company

  
Dalaysia Ramirez, Trustee Sale Officer

DA I AYS I A RAMUREZ,  
TRUSTEE SALE OFFICER

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

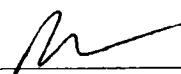
State of CALIFORNIA  
County of ORANGE

On 12/22/2016 before me, the undersigned, Ashley Walker Notary Public, personally appeared Dalaysia Ramirez who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

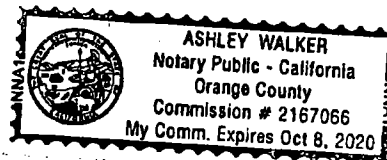
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

  
Ashley Walker

(Seal)





**STATE OF NEVADA  
DECLARATION OF VALUE FORM**

**1. Assessor Parcel Number(s)**

- a) 191-04-310-064  
b) \_\_\_\_\_  
c) \_\_\_\_\_  
d) \_\_\_\_\_

**2. Type of Property:**

- a) ☐ Vacant Land  
b) ☒ Single Fam. Res.  
c) ☐ Condo/Twnhse  
d) ☐ 2-4 Plex  
e) ☐ Apt. Bldg  
f) ☐ Comm'l/Ind'l  
g) ☐ Agricultural h) ☐ Mobile Home  
i) ☐ Other \_\_\_\_\_

**FOR RECORDER'S OPTIONAL USE ONLY**

Book: \_\_\_\_\_ Page \_\_\_\_\_  
Date of Recording: \_\_\_\_\_

3. a. Total Value/Sales Price of Property \$ \$233,100.00  
b. Deed in Lieu of Foreclosure Only (value of property) ( \_\_\_\_\_ )  
c. Transfer Tax Value: \$ \$233,100.00  
d. Real Property Transfer Tax Due \$ 1,190.85

**4. If Exemption Claimed:**

- a. Transfer Tax Exemption per NRS 375.090, Section \_\_\_\_\_  
b. Explain Reason for Exemption: \_\_\_\_\_

**5. Partial Interest: Percentage being transferred: 100 %**

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature] Capacity AGENT agent

Signature \_\_\_\_\_ Capacity AGENT

**SELLER (GRANTOR) INFORMATION  
(REQUIRED)**

Print Name: Sables, LLC  
Address: 3753 Howard Hughes Parkway, Suite 200, Las Vegas, NV 89169

**BUYER (GRANTEE) INFORMATION  
(REQUIRED)**

Print Name: Dundi Investments LLC  
Address: 2050 Warm Springs Rd #1024 Henderson, NV 89104  
(702) 595-7117

**COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)**

Print Name: National Title CO Escrow #: 20169914LM  
Address: 8915 S. Pecos Rd #20A  
City: HENDERSON State: NV Zip: 89074

**AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED**

EXHIBIT "G"

JUSTICE COURT, LAS VEGAS TOWNSHIP

CLARK COUNTY, NEVADA

FILED

01/31/2017

JUSTICE COURT  
LAS VEGAS NEVADA

MH

Dundi Investments LLC, Landlord(s)

vs.

Bamba Fall, Tenant(s)

CASE NO.: 17E000625

JC Civil Evictions

ORDER FOR  
SUMMARY EVICTION

The Court being fully advised and finding good cause therefore, it is hereby ORDERED, ADJUDGED AND DECREED that the Constable/Sheriff, within twenty-four (24) hours after receipt of this Order, is hereby authorized to enter, using all necessary force as may be required, upon the premises known generally as:

11852 Galvani St  
Las Vegas, NV 89183

Located in Las Vegas Township, Clark County, Nevada, and to summarily remove the Defendant/Tenant from the property, and Plaintiff/Landlord is hereby awarded the right of possession of the premises.

THIS ORDER WILL EXPIRE 30 CALENDAR DAYS AFTER SIGNED BY THE COURT.

13th day of January, 2017

DATE

HEARING MASTER  
DAVID BROWN

If this Order is not enforced within the applicable time period, a new Eviction Order must be obtained before the tenant(s) can be locked out.

Constable's Use Only:

ALL OCCUPANTS: YOU AND ALL OF YOU ARE HEREBY ORDERED TO VACATE THIS PROPERTY AFTER RECEIPT OF THIS ORDER. THE CONSTABLE OF LAS VEGAS TOWNSHIP WILL RETURN TO THE PREMISES AND REMOVE YOU AND ALL OF YOU TO THE STREET PURSUANT TO THIS ORDER.

TENANT MUST REMOVE ANY AND ALL BELONGINGS PRIOR TO THE EVICTION DATE AND TIME.

NOTICE

Any animal left unsupervised will be impounded.  
Animal Foundation  
700 N Mojave Rd. (702) 384-3333

EVICTION WILL TAKE PLACE ON:

JAN 19 2017

THIS IS

OURS

LVJC-01 Rev. 9/1

F. OLIGE P#9576

17E000625  
OSEGH  
Order for Summary Hearing Master  
7506392

